

# **Monseñor Oscar Romero Charter Middle**



**Los Angeles Unified School District**

**Charter Renewal Petition  
Submitted August 22, 2024**

**Request for Five-Year Renewal Term  
July 1, 2025 to June 30, 2030**



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## Assurances, Affirmations, and Declarations

**Monseñor Oscar Romero Charter Middle (also referred to herein as “Monseñor” and “Charter School”) shall:**

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(e)(1).)
- Not charge tuition. (Ed. Code § 47605(e)(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, including immigration status. (Ed. Code § 47605(e)(1); Ed. Code § 220.)
- Except as provided in Education Code section 47605(e)(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(e)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(e)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation, and shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B).)
- Charter school shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4).)
- 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(e)(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(d)(1).)

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

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

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

**General Information**

The name and title of the contact person for the Charter School is:	Yvette King-Berg, Executive Director
The contact address for the Charter school is:	Monseñor Oscar Romero Charter Middle 2670 West 11 <sup>th</sup> Street Los Angeles, CA 90006
The contact phone number for Charter School is:	(213) 413-9600
The current address of the Charter School is:	Monseñor Oscar Romero Charter Middle 2670 West 11 <sup>th</sup> Street Los Angeles, CA 90006
This location is in LAUSD Board District:	5
This location is in LAUSD Region:	West
The grade configuration of the Charter School is:	6 - 8
The number of students in the first year (should align with Year 1 of the rollout plan, as well as the budget) will be:	295
The grade level(s) of the students in the first year will be:	6 - 8
The Charter School’s scheduled first day of instruction in 2025-26 is:	August 9, 2025
The enrollment capacity will be: <sup>4</sup> (Enrollment capacity is defined as the total number of students who may be enrolled in Charter School regardless of student residency.)	375
The type of instructional calendar (e.g., traditional/year-round, single track/multi-track, extended day/year) will be:	Traditional
The regular bell schedule (e.g., daily hours) for Charter School will be:	8:15 am to 3:20 pm
The term of this Charter for Middle and High performing schools <sup>5</sup> .	July 1, 2025 – June 30, 2030

## Evidence of Meeting Charter Renewal Criteria

### Introduction

Pursuant to the amendments made to Education Code Section 47607, and the creation of Education Code Section 47607.2, by Assembly Bill 1505 (2019), at the time of charter renewal, a chartering authority shall consider the performance of the charter school on the state and local indicators reported on the California School Dashboard (“Dashboard”), and, in some circumstances, the performance of the charter school on assessments deemed to be verified data.

In addition to the shift toward assessing Dashboard data, Assembly Bill 1505 also created a three-tiered system of evaluating charter schools’ performance, plus a separate category for Dashboard Alternative School Status schools. Each of the three tiers has unique qualifying criteria.

The three performance categories are as follows:

- High Performing – Presumptive renewal if the charter school meets the established renewal criteria – Education Code Section 47607(c)(2).
- Low Performing – Presumptive non-renewal if the charter school meets the non-renewal criteria, unless the chartering authority makes a finding to approve for a two-year term – Education Code Section 47607.2(a).
- Middle Performing – Renewal unless the charter school failed to meet or make sufficient progress toward meeting standards and closure is in the best interest of students, evaluated using the Dashboard and Education Code Section 47607.2(b).

For the first time since 2020, the CDE has published a list of high-, middle-, and low-performing charter schools. **The CDE has determined Monseñor Oscar Romero Charter School is middle-performing, and thus eligible for a five-year charter renewal term.**

The 2023 Dashboard is the first since 2019 to display the intended red, orange, yellow, green, and blue colors for schools’ status and change scores in the state indicators. The 2022 Dashboard used one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for all state indicators based on the 2021-22 school year data. As such, the 2023 Dashboard is not based on two years of color-based performance.

The state indicators for middle schools include the following:

- Chronic Absenteeism
- Suspension Rate
- English Learner Progress
- English/Language Arts Literacy
- Mathematics

### Dashboard Performance Renewal Criteria – Middle Performing

Education Code Section 47607.2(b) states:

- (1) For all charter schools for which [high- and low-performing categories] do not apply, the chartering authority shall consider the schoolwide performance and performance of all subgroups of pupils served by the charter school on the state indicators included in the [Dashboard] and the performance of the charter school on the local indicators included in the [Dashboard].
- (2) The chartering authority shall provide greater weight to performance on measurements of academic performance in determining whether to grant a charter renewal.

“Measurements of academic performance” are defined in statute as “statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, the English Language Proficiency Assessments for California, or any successor system, and the college and career readiness indicator.” (Education Code Section 47607(c)(3).)

**Monseñor Oscar Romero Charter School Dashboard State and Local Indicators (2023)**

The following chart reflects the Charter School’s 2023 Dashboard performance indicators as compared to Los Angeles Unified School District’s and the State.

	Monseñor	LAUSD	California
Chronic Absenteeism	Red	Yellow	Yellow
Suspension Rate	Green	Blue	Orange
English Learner Progress	Orange	Orange	Yellow
English Language Arts	Red	Orange	Orange
Mathematics	Red	Yellow	Orange

The following chart reflects the Charter School’s 2023 Dashboard Local Indicators as compared to Los Angeles Unified School District’s and the State.

	Monseñor	LAUSD
Basics: Teachers, Instructional Materials, Facilities	“Standard Met”	“Standard Met”
Implementation of Academic Standards	“Standard Met”	“Standard Met”
Parent and Family Engagement	“Standard Met”	“Standard Met”
Local Climate Survey	“Standard Met”	“Standard Met”
Access to a Broad Course of Study	“Standard Met”	“Standard Met”



## **Element 1 – The Educational Program**

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

*“The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, 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(c)(5)(A)(ii).)*

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

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

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

### **ACADEMIC CALENDAR AND SCHEDULES**

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

### **MATHEMATICS PLACEMENT**

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

### **TRANSITIONAL KINDERGARTEN**

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

### **WASC ACCREDITATION**

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

### **ENGLISH LEARNERS**

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

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

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

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

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

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

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

## **STUDENTS WITH DISABILITIES**

### **Federal Law Compliance**

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

### **Special Education Program**

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

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

### **SELPA Reorganization**

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

services, special education classes, and special education supports. Charter schools that have elected to participate in a District-operated programs option may apply for membership in the Charter-operated Program section of the SELPA. Charter schools accepted for participation in the Charter-operated Programs section receive support from a Special Education Director for the Charter-operated Programs.

### **Use of District's Special Education Policies and Procedures and Data Systems**

All charter schools approved by the LAUSD Board of Education are bound by and must adhere to the terms, conditions and requirements of orders imposed upon the District pertaining to special education. 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.

All charter schools are required to interface with My Integrated Student Information System (MiSiS) via a web-based Application Programming Interface (API). MiSiS is a suite of applications which is designed to capture all student data.

### **Community Need for the Charter School**

Monseñor Oscar Romero Charter located in Pico-Union, one of the most densely populated areas of Los Angeles. As a community composed of primarily low-income, immigrant families, the area was particularly hard hit as a result of the COVID-19 pandemic school closures and the transition to remote learning format for instruction. With the return to in-person instruction in Spring 2021, similar to other public schools serving a similar demographic, our students and families faced hardships we had not experienced during the history of the school. The emphasis has been on providing for social-emotional conditions that have come about through the experiencing all conditions of the Pandemic, and in some cases the death of parents, family members and friends. Included in this crisis has been the passing of staff members and dealing with ongoing long-term issues of after effects of the lingering COVID conditions. Having students concentrate on learning has been a challenge; getting all students on a successful educational track with an influence on self-motivation and ensuring students of all possibilities for their educational achievement and their purpose.

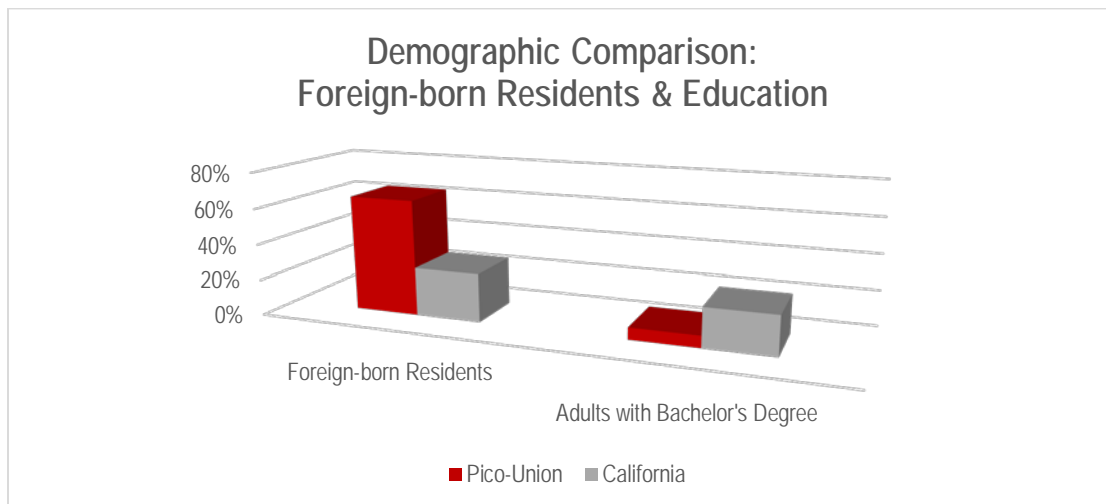
Monseñor was designed to meet the wide range of needs for new immigrants and socioeconomically disadvantaged students by serving as a community hub to direct these families to resources to support the health and well-being of its members. The continuing partnership with *UnidosUS* has been a crucial component to maintaining engagement with the vibrant immigrant communities of Pico Union and Koreatown. The original CASA Service Learning Grant served as a springboard to engage students in lessons and activities that promoted service learning. Through the grant, students had the opportunity to learn about key concepts centered on service learning and created signature projects that targeted growth and improvement within their community. As a culminating event, students from Monseñor Oscar Romero Charter School presented their signature service-learning projects to members of the community and also presented to other schools at the annual Youth Summit, an event hosted by *UnidosUS* that brought together all of the schools who were part of the grant.

Monseñor Oscar Romero Charter seeks to:

1. Prepare students for academic success in high school, as well as post-secondary education.
2. Prepare students to be responsible and active participants in their community.
3. Enable students to become life-long learners.

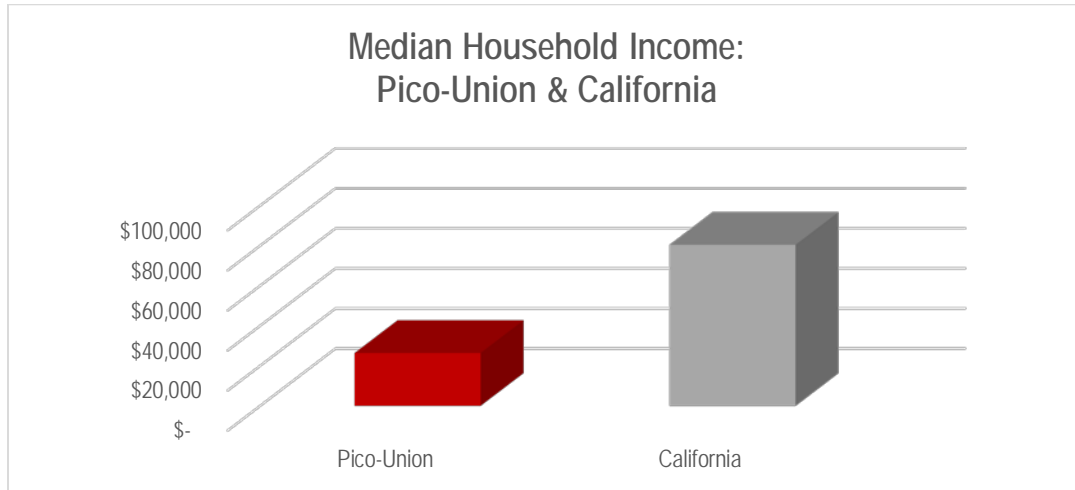
The school is named in honor of and inspired by Monseñor Oscar Romero. His work on behalf of the oppressed earned him the admiration and love of the people of El Salvador. The communities served by Monseñor Oscar Romero have been impacted by the residual effects of the pandemic. Economic shifts have led to many immigrant populations being priced out of the available housing in the area. Despite this, there continues to be a vibrant immigrant population who are drawn to Monseñor for its reputation in the community.

Since Fall 2021, Monseñor has been rebuilding its community visibility amongst families with school age children. The area of Pico-Union carries distinct differences when compared with the State of California. The data indicates that the concentration of foreign-born residents in Pico-Union is about 37.6% higher than the State of California percentage. Foreign-born students can represent a different level of need in terms of language acquisition, level of education (from countries where education is not compulsory for young children), and reduced family access to other opportunities such as steady employment. The percentage of adults with a bachelor's degree is 15.2% lower than the average rate in the State of California. The data also indicates that fewer students in Pico-Union have access to family or friends who have graduated from college; they are likely to have less knowledge and exposure to the importance of higher education or career preparation. They may also have less family support in terms of investing time and energy into their primary and secondary schooling. The median annual income of a resident of Pico-Union is an average of \$54,016 less, or 67% less, than the average Californian.

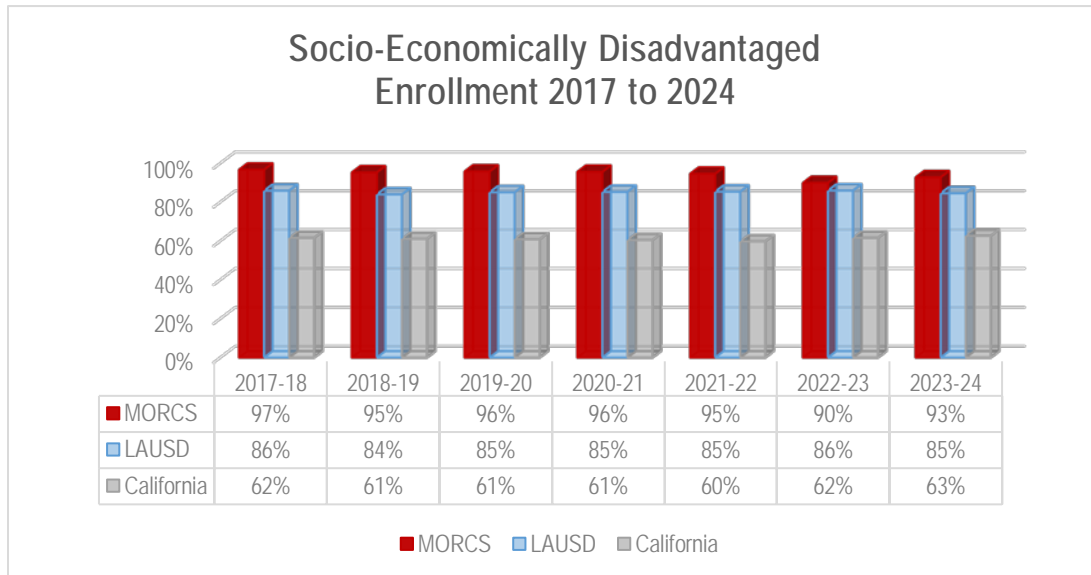


Sources: Los Angeles Times, "Mapping L.A. Neighborhoods." URL: <https://maps.latimes.com/neighborhoods/neighborhood/pico-union/> (Retrieved July 2024) and The Migration Policy Institute, "California: Language and Education - State Immigration Data Profiles" URL: <https://www.migrationpolicy.org/data/state-profiles/state/language/CA>; <https://www.migrationpolicy.org/data/state-profiles/state/demographics/CA>.

As previously stated, the median annual income of a resident of Pico-Union is an average of 67% less, than the average Californian. This means that residents of Pico-Union have far less access to supplementary educational resources (i.e., paid tutoring, technology, access to life experiences) and students likely have to share resources, travel with the family as necessary, and assume additional responsibilities.

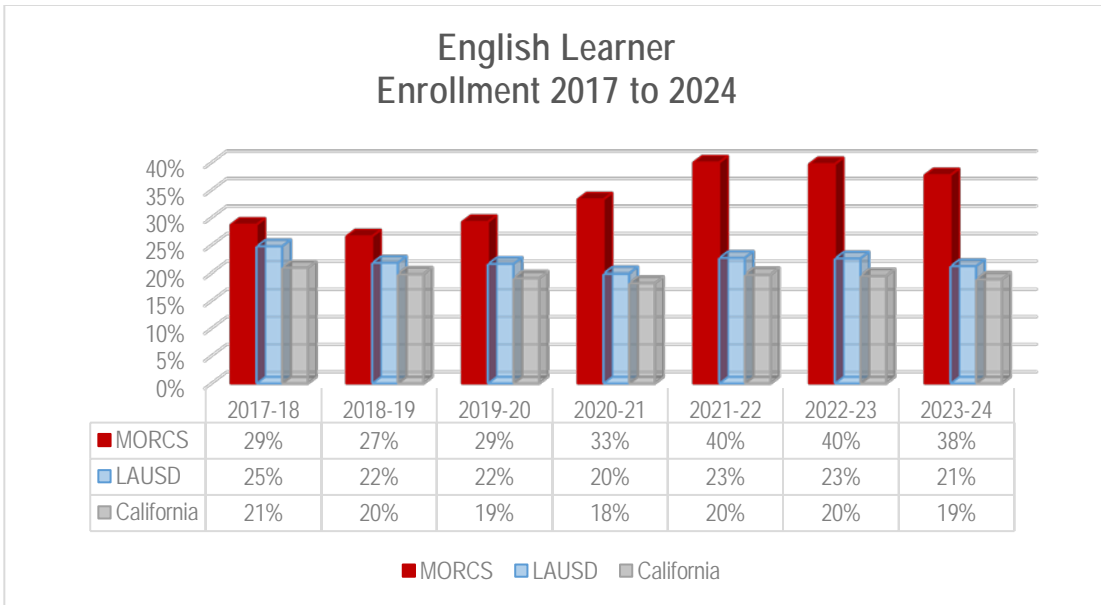


Sources: Los Angeles Times, "Mapping L.A. Neighborhoods." URL: <https://maps.latimes.com/neighborhoods/neighborhood/pico-union/> (Retrieved July 2024) and The Migration Policy Institute, "California: Language and Education - State Immigration Data Profiles" URL: <https://www.migrationpolicy.org/data/state-profiles/state/income/CA>.



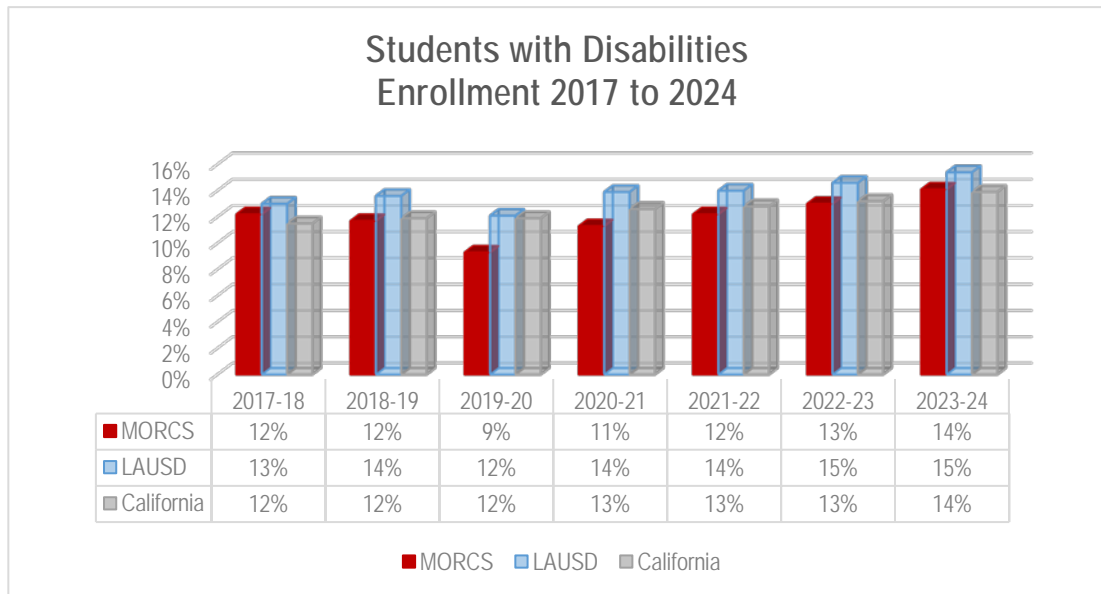
Source: California Department of Education, DataQuest, "Annual Enrollment Data." URL: <https://dq.cde.ca.gov/dataquest/dccensus/> (Retrieved July 2024)

The enrollment of socioeconomically disadvantaged students has consistently exceeded that of the State over the charter term, and has significant implications when comparing school performance to that of the State.



Source: California Department of Education, DataQuest, "Annual Enrollment Data." URL: <https://dq.cde.ca.gov/dataquest/dq census/> (Retrieved July 2024)

The enrollment of English learners has consistently exceeded both Los Angeles Unified and the State over the charter term. Since 2019, the difference between Monseñor enrollment of this student group has grown from 10% to 19% more than the State. The comparison to Los Angeles Unified shows Monseñor with 17% more English learners in 2023 and 2024.



Source: California Department of Education, DataQuest, "Annual Enrollment Data." URL: <https://dq.cde.ca.gov/dataquest/dq census/> (Retrieved July 2024)

Since the start of the charter term, Monseñor has steadily increased the enrollment of students with disabilities. While the charter school has matched the State's enrollment of this group, it has also narrowed the difference with LAUSD to 1%. This is a direct result of the outreach



efforts and our reputation for serving the diverse needs of students with disabilities, many of whom are dually-identified.

Monseñor has and will continue to meet the needs of our community it serves that includes: families, teachers, staff, partners and most important our students. Monseñor has a commitment to accepting all students as they come to us, taking each student from where they are to their realizing maximum academic and personal achievements. We proudly serve many students identified from low-income and immigrant families by providing a high-quality middle school option for the families in the Pico-Union/ Koreatown communities. The school seeks to support low-income and struggling students in its community for future academic success and active community participation. We seek to close the achievement gap for these students by providing clear and high expectations for all students, a personalized and supportive learning environment that recognizes students' accomplishments, family-school-community partnerships and service, and integrated technology in the classroom with a culturally enriched curriculum. The majority of students attending schools in this area come from Central American immigrant families where Spanish is the home language. However, during the charter term, Monseñor language diversity has increased with students whose primary languages include Korean, Vietnamese, Tagalog, Mandarin, Bengali and Hindi.

The residual effects of the COVID-19 pandemic continue to contribute to the uncertainty and challenges of daily life especially for the most vulnerable student populations in the community. The return of state accountability in 2022 demonstrated just how negative the impact was on student learning. The 2022-23 Dashboard dipped from the prior year, and was the basis for Monseñor's identification for the State Differentiated Assistance and for Federal Assistance under Comprehensive Support and Improvement for the Hispanic, socioeconomically disadvantaged, English learner, and students with disabilities student groups. These data ushered in a renewed focus on the use of various data points to ensure students were supported in making growth in academic as well as engagement.

Monseñor Oscar Romero Charter Middle School Student Group Multi-Year Enrollment Summary 2017-2024							
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Hispanic	98.8%	98.8%	99.2%	99.1%	99.3%	97.8%	92.8%
Reclassified Fluent English Proficient (RFEP)	57.9%	57.9%	55.6%	51.3%	45.4%	45.5%	42.4%
English Learners (EL)	28.7%	26.6%	29.2%	33.3%	40%	39.7%	37.7%
Students with Disabilities (SwD)	12.2%	11.7%	9.3%	11.3%	12.2%	13%	14.1%
Socioeconomically Disadvantaged (SED)	96.7%	95.3%	95.8%	95.6%	94.6%	89.9%	92.8%

Source: California Department of Education, DataQuest. "Enrollment Multi-Year Summary by Ethnicity", "Enrollment by Subgroup", and "Enrollment by English Language Acquisition Status" reports 2017 through 2024. (Retrieved July 2024)

Based on the examination of data from 2022 and 2023, the leadership determined that students who reclassified as RFEP are still in need of additional English accelerations to increase their mastery of English beyond the basic skills demonstrated to reclassify. To that end, the RFEP monitoring process has been taken online to a platform which allows the instructional team to regularly monitor students' language development following reclassification, and serves as an



important data point for classroom teachers in meeting the ongoing language needs of this student group.

Multi-Year Enrollment Summary 2017-2024									
School	Grade Level	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	+/- Since 2017
Monseñor Oscar Romero (Monseñor)	Grade 6	114	119	116	84	87	94	71	
	Grade 7	103	118	120	116	91	97	100	
	Grade 8	118	105	120	118	117	86	105	
	<b>Total Enrollment</b>	<b>335</b>	<b>342</b>	<b>356</b>	<b>318</b>	<b>295</b>	<b>277</b>	<b>276</b>	<b>-18%</b>

Source: California Department of Education, DataQuest. "Multi-Year Enrollment Summary by Grade-Level" 2017 through 2024. (Retrieved July 2024)

The community served by Monseñor has shifted since the pandemic, greatly impacting the number of middle school age students in the area. Enrollment at both Berendo and Monseñor have experienced decreased enrollment, with Berendo seeing a 26% decline since 2017. While Monseñor has also decreased, the school has seen a more diverse immigrant population attracted to the school for its smaller class sizes and community resources available to families as a result of the California Community Schools Grant Program.

### **Performance of English Learners**

English Learners are often less proficient in reading, writing, listening, and speaking in English when compared to peers who learned English as their first language. This lack of English-literacy skills may lead to reduced ability to engage in the content, especially at the secondary level where curriculum and content become more complex. These students face a compounded challenge when using state assessments to gauge annual growth in language arts and mathematics since the language continuum ranges from newcomer to students who have yet to reclassify after several years of U.S schooling. Monseñor’s English learner population, when compared to the State and Los Angeles Unified School District, ranged between 16.5-20.7% higher. Additionally, in the years following the school closures, the enrollment of socioeconomically disadvantaged student group at Monseñor trended higher, ranging between 8.2-31.3%. This is a significant difference when considering the California School Dashboard compares single school performance to aggregated data across the state.

Summative English Language Proficiency Assessment for California (ELPAC) Percent "Proficient" 2017-2024							
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Monseñor	19.79%	11.96%	n/a	11.58%	18.42%	14.55%	24.78%
Los Angeles Unified	29.51%	15.59%	n/a	11.25%	14.56%	16.27%	16.31%
California	30.56%	16.4%	n/a	13.98%	15.57%	16.5%	14.63%

Source: California Department of Education, *California Assessment of Student Performance and Progress – Summative ELPAC, 2017 to 2023*, <https://caaspp-elpac.ets.org/caaspp/> (Retrieved October 2024)

With the improved proficiency of English learners on the ELPAC, this has led to an increased reclassification rate. The percentage of students reclassifying as “Redesignated Fluent English Proficient” (RFEP) now exceeds the pre-pandemic rate. For the 2023-24 academic year, the

RFEP rate submitted via CALPDS reporting was an all-time high of 18.26%. As will be discussed later in the addressing the needs of all learners section, the school implemented the use of a dedicated vendor platform for progress monitoring of both EL and RFEP students, and replete with professional development modules for all teachers which include targeted instructional strategies suited to the students' needs. The ELD Teacher also conducted "pullout" and "push-in" supports in the core classes to improve students' skills in English. From the description, it is evident the more strategic approach taken in 2023-24 to supporting ELs aligned to the demands of the State's assessment system greatly improved the reclass rate. The dedicated ELD teacher and Coordinator of Instruction have been collaborating during the current academic year on incorporating ELPAC Interim Assessment Items in Designated ELD courses.

Comparison of English Learner Reclassification Rates 2017-2024							
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
Monseñor	11.3%	16.67%	4.4%	3.85%	n/a	12.39%	18.26%
Los Angeles Unified	20.1%	22.76%	15.79%	6.39%	n/a	n/a	n/a
California	14.6%	13.79%	13.77%	8.6%	n/a	n/a	n/a

Source: Ed-Data: Education Data Partnership CDE/EdSource/FCMAT. <https://ed-data.org/school/Los-Angeles/Los-Angeles-Unified/Monseñor-Oscar-Romero-Charter-Middle>. (Retrieved July 2024)

### California Dashboard: English Learner Progress Indicator

The Dashboard English Language Progress Indicator (ELPI) uses the ELPAC to measure English learners making progress towards English mastery in reading, writing, listening and speaking. Between 2017 and 2022, Monseñor outperformed the authorizer and the state in growth in English acquisition by English learners. In 2023, Monseñor was slightly under the state and district but since the decline was greater than the 2% growth/decline, the school slipped to the "Orange" performance category for ELPI.

English Language Progress Indicator (ELPI) California Dashboard 2017 to 2023				
	2018*	2019	2022	2023
Monseñor	19.8%	52.8% "Medium"	61% "High"	45.1%
Cochran Middle School	15.8%	40.2 "Low"	47.9 "Medium"	43.6%
Berendo Middle School	4.6%	52.1% "Medium"	35.6% "Low"	32.7%
Liechty Middle School	14.3%	40.4% "Low"	52.3% "Medium"	54.1%
Pio Pico Middle School	19%	39% "Low"	67% "Very High"	71.4%
Sal Castro Middle School	11.3%	50% "High"	56.6% "High"	48.1%
Young Oak Kim Academy	10.5%	60.1% "High"	49.7% "Medium"	61.9%
Los Angeles Unified	29.5%	45%	51.4%	48.4%

		"Medium"	"Medium"	
California	30.6%	48.3% "Medium"	50.3% "Medium"	48.7%

Source: California Department of Education, California School Dashboard. "English Language Progress Indicator," 2017 through 2024. (Retrieved May 2024)

\*In 2018, the California School Dashboard displayed data for the English Learner Progress aligned to the English Language Proficiency Assessments for California which did not include "colors". The data represented the four levels of performance on the assessment levels 1 through 4 with "4" being "well-developed"..

### **English/ Language Arts**

Students have historically been programmed into ELA Support courses. However, beginning in 2023, students were placed in support classes to target and close identified gaps. Students who performed at the level 1 or 2 range were prioritized for English Support classes and have been receiving targeted support using the iReady curriculum, personalized instruction, and teacher-created lessons. These groups are smaller than most core classes, which allow the class teacher to place more focus on improving student learning by targeting identified gaps in instruction.

Additionally, the school has created a focus on developing writing skills and administers local writing performance tasks to enable grade levels to determine a collective focus to help close gaps in writing. Our teams were able to look at data for their grade level, and also for the students with disabilities and English learner student groups.

#### State-Verified Data Source for Reading: iReady

As part of the commitment to continuous school improvement, in 2019 Monseñor adopted the iReady platform for use as a local assessment to track student growth in reading. The 2023-24 academic year demonstrated very strong growth in reading.

iReady provides a normed target known as the "Typical Growth" target based on students who placed similarly on the initial Diagnostic. Typical growth is the one-year normed target growth for students. It is based on the average annual growth for a student at that particular chronological grade and initial placement level. Growth targets are normed but based on criterion growth. Subsequent Diagnostics measure students' growth towards that goal.

Over the past five years, Monseñor Oscar Romero Charter School has focused on improving student achievement as measured by iReady Growth. The results from 2019-2024 reflect a concerted effort to enhance teaching practices, support students, and foster an environment of continuous improvement.

In the 2019-2020 school year, 51% of students met their typical growth goals in Reading; 25% of students met their stretch growth goal in Reading; and 14% of students made enough growth to move out of the 3 or more grade levels below performance band in Reading. This served as a baseline for the school's improvement efforts. Recognizing the need for targeted interventions, the school team began exploring strategies to better support their students, particularly those who were struggling the most.

By the 2020-2021 school year, the percentage of students meeting their typical growth goals in Reading increased slightly to 56%; 28% of students met their stretch growth goal in Reading; and 9% of students made enough growth to move out of the three- or more grade levels below performance band in Reading. During this time, the school implemented several key initiatives:

- **Social-Emotional Learning (SEL):** SEL programs were integrated into the curriculum to help students develop resilience and a growth mindset.
- **Data-Driven Instruction:** The school began using iReady data more effectively to identify student needs and tailor instruction accordingly. Teachers learned about the different tools available in iReady and how to implement them remotely as instruction was still taking place virtually due to the COVID-19 pandemic.

The 2021-2022 school year saw a modest increase, with 57% of students meeting their typical growth goal in Reading; 24% of students met their stretch growth goal in Reading; and 19% of students made enough growth to move out of the 3 or more grade levels below performance band in Reading. The school continued to build on its previous initiatives and introduced:

- **Targeted Support for ELs:** Additional specialized support programs were developed to address the unique challenges faced by English Learners, including additional language acquisition resources and tutoring.
- **Enhanced Family Engagement:** The school strengthened its partnership with families by providing workshops and resources to help them support their children's learning at home.
- **Support Classes:** Students were placed in Math Support classes or English Support classes using iReady performance data. Teachers used this as an opportunity to teach content and skills that were necessary to begin closing the gap, as outlined by student performance data in their diagnostic.

Although the 2022-23 data showed the percentage of students meeting their typical growth goal dipped slightly to 56% in reading, the school remained committed to its improvement strategies. Monseñor also saw 14% of students meet their stretch growth goal in Reading and 18% of students made enough growth to move out of the 3 or more grade levels below performance band in Reading. Adjustments were made to address the challenges that arose:

- **Critical Friends Groups (CFG):** Teachers engaged in Critical Friends Groups to discuss student performance on assessments and calibrate their instruction to close learning gaps and meet the needs of students.
- **Closing the Gaps:** In a continued effort to close learning gaps, the academic team focused on engaging students in their personalized learning path. A focus on personalized learning paths was placed during Advisory classes and in core English and math classes.

These efforts culminated in a remarkable achievement during the 2023-2024 school year, with 72% of students meeting their typical growth goal in Reading—a 21% improvement compared to the 2019-2020 baseline.

iReady Reading 2019-24: Typical & Stretch Growth					
	2019-20	2020-21	2021-22	2022-23	2023-24
Meeting Typical Growth	51%	56%	57%	43%	72%
Meeting Stretch Growth	25%	28%	24%	14%	34%

Source: iReady Platform. *Reading Growth Reports*, 2019 through 2024 for Monseñor Oscar Romero Charter School

Additionally, 34% of students met their stretch growth goal in Reading and 27% of students made enough growth to move out of the 3 or more grade levels below performance band in Reading. This significant growth can be attributed to:

- **Consistent Implementation:** The sustained application of data-driven instruction, targeted support for student groups, and professional development created a stable foundation for success.
- **Innovative Interventions:** The introduction of new instructional technologies and personalized learning plans helped address individual student needs more effectively.
- **Community and Student Engagement:** Enhanced engagement with both students and their families fostered a supportive and collaborative learning environment.

Since adopting iReady Reading, the percentage of students improving their growth has doubled.

iReady Reading 2019-24: Change for Students 3+ Years Below Grade Level					
	2019-20	2020-21	2021-22	2022-23	2023-24
BOY (August)	57%	56%	60%	60%	68%
EOY (May)	43%	47%	41%	42%	41%
BOY-EOY Change (Improvement)	14%	9%	19%	18%	27%

Source: iReady Platform. *Reading Growth Reports*, 2019 through 2024 for Monseñor Oscar Romero Charter School

### Smarter Balanced Assessment Consortium (SBAC) English/Language Arts

English Language Arts Smarter Balanced Assessment Consortium (SBAC) Performance 2017-2024							
Group	Standard Performance	2018	2019	2022	2023	2024	+/- Over Term
Schoolwide	Met/Exceeded	21%	22%	24%	20%	27%	+6
	Nearly Met	31%	26%	34%	24%	30%	-1
	Not Met	48%	52%	42%	56%	43%	-5
English Learners	Met/Exceeded	2%	0%	5%	0%	5%	+3
	Nearly Met	13%	17%	26%	15%	20%	+7
	Not Met	85%	83%	68%	85%	75%	-10
Students with Disabilities	Met/Exceeded	2%	3%	9%	3%	13%	+9
	Nearly Met	21%	18%	28%	19%	18%	-7

	Not Met	77%	79%	63%	78%	69%	-8
Socioeconomically Disadvantaged	Met/Exceeded	22%	22%	24%	21%	27%	+5
	Nearly Met	31%	26%	35%	25%	30%	-1
	Not Met	47%	52%	41%	54%	43%	-4

Source: California Department of Education, *California Assessment of Student Performance and Progress- English Language Arts/Literacy*, 2017 to 2023, <https://caaspp-elpac.ets.org/caaspp/> (Retrieved July 2024). \*Data "pending": Additional data for 2023-24 is based on the data export from the TOMS CAASPP System.

During the 2017-24 charter term, Monseñor has decreased the percentage of students performing at the “Not Met” and “Nearly Met” performance levels. As the table above demonstrates, Monseñor is improving the performance prior to the pandemic by decreasing the lower performance levels to 70% (a 10% decrease from the school’s 2023 performance). The schoolwide English language Arts SBAC performance of 27% in 2024 is the highest achieved over the charter term.

Applying the same focus discussed above in comparing 2023 and 2024 SBAC, again Monseñor decreased the “Not Met” percentage for English learners by 10%, students with disabilities by 7%, and socioeconomically disadvantaged by 11%.

**California Dashboard English/Language Arts Indicator**

The California School Dashboard aggregates the performance of students in grades 3-8 and grade 11. In considering Monseñor performance over the charter term, the table below compares the performance to neighboring middle schools (grades 6-8) for a more accurate examination of how Monseñor serves its students in the area of English/language arts.

As discussed in the previous section, in 2024 Monseñor decreased the percentage of students in the “Not Met” performance level. The 2024 Dashboard which will account for this new data will be available in November 2024. With the decrease (improvement) of the “Not Met” level between the 2023 and 2024 data (schoolwide 16%, English learner 10%, socioeconomically disadvantaged 11%), there is anticipation of significant impact on the final Dashboard Indicator for ELA.

English/Language Arts Indicator California Dashboard Performance School Comparisons 2017 to 2023				
	2018	2019	2022	2023
Monseñor Oscar Romero	-69	-73.7	-63.1 "Low"	-81.1
Cochran Middle School	-67.2	-72.1	-89.2 "Very Low"	-85.5
Berendo Middle School	-72.9	-64.9	-67.8 "Low"	-73.9
Liechty Middle School	-75.8	-55.8	-84.9 "Very Low"	-78.8
Pio Pico Middle School	-27.9	-44.5	-39 "Low"	-37.9
Sal Castro Middle School	-70.4	-60.9	-55.9 "Low"	-66.8

Young Oak Kim Academy	-76.3	-65.2	-40.6 "Low"	-49
Los Angeles Unified	-29.2	-23.7	-30.8 "Low"	-32.4
California	-6	-2.5	-12.2 "Low"	-13.6

Source: California Department of Education, California School Dashboard. "English/Language Arts Indicator" 2017 through 2023 (Retrieved May 2024)

## **Mathematics**

### **State-Verified Data Source for Mathematics: iReady**

Since adopting iReady in 2019, Monseñor Oscar Romero Charter School has focused on improving student achievement as measured by iReady Growth. The results from 2019-2024 reflect a concerted effort to enhance teaching practices, support students, and foster an environment of continuous improvement.

In the 2019-2020 school year, 54% of students met their typical growth goal in Math; 24% met their stretch growth goal in math; and 12% moved out of the 3 or more grade levels below performance band in Math. Similar to Reading, this served as a baseline for the school's improvement efforts. Monseñor recognized the need for targeted interventions and explored strategies throughout the school year to begin planning to close academic achievement learning gaps in the area of mathematics.

By the 2020-2021 school year, the percentage of students meeting their typical growth goals in Math saw a slight decline to 51%. There was a slight increase in math to 26% of students meeting their stretch growth, and 10% moved out of the 3 or more grade levels below performance band in math. The slight decline came as no surprise as students were engaged through remote learning, but we were able to meet our goal of 50% meeting their typical growth goals. During this time, the school implemented several key initiatives:

- **Social-Emotional Learning (SEL):** SEL programs were integrated into the curriculum to help students develop resilience and a growth mindset.
- **Data-Driven Instruction:** The school began using iReady data more effectively to identify student needs and tailor instruction accordingly. Teachers learned about the different tools available in iReady and how to implement them remotely as instruction was still taking place virtually due to the COVID-19 pandemic.

The 2021-2022 school year saw a modest increase, with 60% of students meeting their typical growth goal in math. 21% of students met their stretch growth goal in Math and 15% moved out of the 3 or more grade levels below performance band in math. The school continued to build on its previous initiatives and introduced:

- **Targeted Support for Student Groups:** Additional specialized support programs were developed to address the unique challenges faced by English Learners, including additional language acquisition resources and tutoring.



- **Enhanced Family Engagement:** The school strengthened its partnership with families by providing workshops and resources to help them support their children’s learning at home.
- **Support Classes:** Students were placed in Math Support classes or English Support classes using iReady performance data. Teachers used this as an opportunity to teach content and skills that were necessary to begin closing the gap, as outlined by student performance data in their diagnostic.

Although the percentage of students meeting their typical growth goal dipped slightly to 54% in Math, the school remained committed to its improvement strategies. Monseñor also saw 19% of students meet their stretch growth goal in Math and 16% moved out of the 3 or more grade levels below performance band in mathematics. Adjustments were made to address the challenges that arose:

- **Critical Friends Groups:** Teachers engaged in Critical Friends Groups to discuss student performance on assessments and calibrate their instruction to close learning gaps and meet the needs of students.
- **Closing the Gaps:** In a continued effort to close learning gaps, the academic team focused on engaging students in their personalized learning path. A focus on personalized learning paths was placed during Advisory classes and in core English and math classes.

iReady Mathematics 2019-24: Typical & Stretch Growth					
	2019-20	2020-21	2021-22	2022-23	2023-24
Meeting Typical Growth	54%	51%	60%	54%	68%
Meeting Stretch Growth	24%	26%	21%	19%	35%

Source: iReady Platform. *Math Growth Reports*, 2019 through 2024 for Monseñor Oscar Romero Charter School

Monseñor Oscar Romero Charter School’s journey from 54% to 68% of students meeting their iReady Typical Growth Goal in Math demonstrates that the school has put strong practices in place to provide academic supports to meet the needs of learners at various levels. The school remains committed to exploring practices that will help students in the Pico Union area of Los Angeles close academic achievement gaps.

iReady Mathematics 2019-24: Change for Students 3+ Years Below Grade Level					
	2019-20	2020-21	2021-22	2022-23	2023-24
BOY (August)	52%	49%	53%	54%	54%
EOY (May)	39%	39%	38%	38%	32%
BOY-EOY Change (Improvement)	13%	10%	15%	16%	22%

Source: iReady Platform. *Math Growth Reports*, 2019 through 2024 for Monseñor Oscar Romero Charter School

While there have been gains in mathematics when comparing BOY to EOY for students three or more grade levels below, the 22% improvement demonstrates we have strong practices in place to continue this trend. Additionally, the focus on co-planning for math instruction will be built into



the on-site professional development to ensure the academic needs of specific student groups will be addressed.

**Smarter Balanced Assessment Consortium (SBAC) Mathematics**

Math continues to be an area of growth for Monseñor. While there have been slight decreases in the “Not Met” performance band for the English learners and socioeconomically disadvantaged student groups, the school aims to have these decreases be larger and across all of the significant groups which are reported on state data platforms.

In the area of math, students face four challenges on the state assessment:

1. Language of the assessment: The SBAC mathematics is language based which is a barrier for students who are accustomed to more direct math “tests” where the operation is called out explicitly for addition, subtraction, multiplication and division. Additionally, at the secondary level, the problems involve multiple steps.
2. Gaps in previous years mathematical mastery: As has been illustrated across the state through data for high needs student groups, students who have gaps in prior learning and basic facts continue to struggle as the grade-level content standards increase in difficulty and cognitive demand.
3. Unfamiliarity with built-in assessment tools: Students struggle to how and when to apply the universal support of the Desmos calculator tool built into the online, and for students requiring other accommodations there are additional tools.
4. Grade-level standards: Taking into consideration the gaps in students’ math skills, teachers struggled with maintaining consistent rigor called for in the standards.

To address these challenges, the math department will follow a departmental scope and sequence mapped out using the Power Standards. This will allow for on-going data analysis and sharing of best practices. The math department has also committed to providing instruction and tasks that expose students to the language of SBAC assessment, and administering internal SBAC-aligned performance tasks during the academic year. The Math Support course will be tailored to address specific gaps for cohorts of students at each grade level.

Mathematics Smarter Balanced Assessment Consortium (SBAC) Performance 2017-2024							
Group	Standard Performance	2018	2019	2022	2023	2024	+/- Over Term
Schoolwide	Met/Exceeded	13%	11%	10%	8%	10%	-3
	Nearly Met	22%	25%	25%	22%	24%	+2
	Not Met	64%	64%	64%	70%	66%	+2
English Learners	Met/Exceeded	1%	0%	1%	1%	2%	+1
	Nearly Met	7%	5%	14%	11%	13%	+6
	Not Met	92%	95%	85%	88%	86%	-6
Students with Disabilities	Met/Exceeded	5%	2%	9%	5%	3%	-2
	Nearly Met	8%	8%	13%	5%	13%	+5
	Not Met	86%	90%	78%	89%	85%	-1

Socioeconomically Disadvantaged	Met/Exceeded	14%	11%	10%	9%	10%	-4
	Nearly Met	22%	25%	25%	21%	24%	+2
	Not Met	64%	64%	65%	70%	66%	-2

Source: California Department of Education, *California Assessment of Student Performance and Progress - Mathematics*, 2017 to 2023, <https://caaspp-elpac.ets.org/caaspp/> (Retrieved July 2024). \*Data "pending": Additional data for 2023-24 is based on the data export from the ETS CAASPP System.

**CA Dashboard Mathematics Indicator**

As discussed in relation to the SBAC, the student performance both schoolwide and by student group continue to areas of improvement. Based on the challenges above and the plan for addressing them, the school is confident the 2024 Dashboard and beyond will demonstrate consistent improvement in mathematics.

Mathematics Indicator California Dashboard Performance School Comparisons 2017 to 2023				
	2018	2019	2022	2023
Monseñor Oscar Romero	-108.2	-119.8	-115.8 "Very Low"	-126
Berendo Middle School	-113.5	-120.5	-113.5 "Very Low"	-97.1
Cochran Middle School	-118.3	-131.2	-139.8 "Very Low"	-146
Liechty Middle School	-119.5	-110.1	-135.9 "Very Low"	-137.9
Pio Pico Middle School	-62.8	-64.2	-75 "Low"	-112.6
Sal Castro Middle School	-106.8	-99	-100.2 "Very Low"	-106.5
Young Oak Kim Academy	-91.2	-96.5	-108.8 "Very Low"	-111.8
Los Angeles Unified School	-59.4	-54.1	-71.5 "Low"	-67.3
California	-36.4	-33.5	-51.7 "Low"	-49.1

Source: California Department of Education, California School Dashboard. *"Mathematics Performance Indicator"* 2018 through 2023. (Retrieved May 2024)

**California Science Test (CaST) Science**

The California Science Test is the state’s assessment of Next Generation Science Standards (NGSS). The statewide assessment is administered in grades 5, 8 and once in high school. Since the rollout of this assessment in 2018, both the State and Monseñor have demonstrated mixed performance. It is important to highlight that Monseñor has decreased the “Not Met” from over the term of the charter, with English learners and students with disabilities decreasing by 29%.

Science continues to be an area for growth considering the population of English learners, students with disabilities, dually-identified students.

**California Science Test (CaST) 2018-2024**

Monseñor & California								
Group	Standard Performance		2018	2019	2022	2023	2024	+/- Over Term
Grade 8	Met/Exceeded	Monseñor	8%		10%	13%	9%	+1
		California	31%		29%	29%	29%	-2
	Nearly Met	Monseñor	60%		61%	60%	71%	+11
		California	51%		54%	53%	55%	+4
	Not Met	Monseñor	32%		29%	27%	20%	-12
		California	18%		17%	19%	16%	-2
English Learners	Met/Exceeded	Monseñor	0%		0%	0%	0%	0
		California	2%		2%	1%	1%	-1
	Nearly Met	Monseñor	38%		42%	52%	67%	+29
		California	49%		55%	51%	55%	+6
	Not Met	Monseñor	62%		58%	48%	33%	-29
		California	49%		43%	48%	44%	-5
Students with Disabilities	Met/Exceeded	Monseñor	6%		0%	*	7%	+1
		California	7%		7%	7%	8%	+1
	Nearly Met	Monseñor	29%		46%	*	60%	+31
		California	44%		49%	46%	53%	+9
	Not Met	Monseñor	65%		54%	*	33%	-25
		California	48%		44%	46%	39%	-9
Socioeconomically Disadvantaged	Met/Exceeded	Monseñor	8%		10%	15%	9%	+1
		California	19%		18%	18%	19%	0
	Nearly Met	Monseñor	60%		59%	59%	71%	+11
		California	57%		60%	58%	60%	+3
	Not Met	Monseñor	32%		30%	26%	20%	-12
		California	24%		22%	24%	21%	-3

Source: California Department of Education, California Assessment of Student Performance and Progress. "Science: California Science Test, Grade 8" 2018 through 2023. \*Data "pending". Additional data for 2023-24 is based on the data export from the TOMS CAASPP System.

As discussed in the sections on SBAC performance, science is an area where we see our instructional impact in the decrease of students across significant student groups, decreasing the percentage of "Not Met" performance scores on CaST. The science department has shifted to incorporate not only reading skills but hands-on applications through investigations beginning in fall 2024.

### **California Dashboard Chronic Absenteeism Indicator**

Chronic Absenteeism Indicator California Dashboard School Comparisons 2017 to 2023					
	2018	2019	2022	2023	+/- over term
Monseñor Oscar Romero	7.6%	6.8%	20.1% "Very High"	24.8%	+17.3
Berendo Middle School	9.4%	11.5%	37.3% "Very High"	29.3%	+19.7
Cochran Middle School	13.7%	25.8	46%	40.8%	+27.1

			"Very High"		
Liechty Middle School	10.4%	13.2%	30.2% "Very High"	23.3%	+15.5
Pio Pico Middle School	13.3%	21%	28.4% "Very High"	32.3%	+24.8
Sal Castro Middle School	13.3%	22.8%	33.3% "Very High"	20.6%	+10.7
Young Oak Kim Academy	8.5%	14.1%	25.6% "Very High"	18.3%	+12.8
Los Angeles Unified	10.3%	18.2%	39.8% "Very High"	31%	+19.3
California	9%	10.1%	30% "Very High"	24.3%	+13.5

Source: California Department of Education, California School Dashboard. "Chronic Absenteeism Indicator" 2017 through 2023 (Retrieved May 2024)

Monseñor’s 2023 California School Dashboard Chronic Absenteeism Rate Indicator was “Red” with 24.8% of students chronically absent. However, it is important to note that since 2017 the school continued to have levels under or near the state and authorizer levels. The 4% shift from 2022 to 2023 was greater than the 2% change allowed on the Dashboard 5x5 for Chronic Absenteeism resulting in the “red” indicator.

Furthermore, all four of the school’s significant student groups (English Learner, Hispanic, Socioeconomically Disadvantaged, and Students with Disabilities) have a lower absentee percentage in comparison to the State.

As a school, Monseñor has implemented systems to communicate with students and families regarding the importance of regular attendance. Specifically, the 2023-24 academic year marked the implementation of coordinated schoolwide focus on decreasing absenteeism using the MTSS process for monitoring and intervening in instances where a student was in danger of becoming chronically absent. Each member of the Monseñor MTSS team plays an essential role in ensuring that school staff marshal resources to support families when they need assistance to improve their student’s attendance. The Coordinator of Operations serves as the lead for monitoring student attendance patterns. Attendance reports are monitored on an on-going basis to “tier” students and serves as the basis for communication with the parent/guardian. Meetings are held with the family to discuss why their child has been missing school. As a result of these discussions, the family may be connected with external support services (for Tier III) to address struggles with social and emotional needs at home. In these cases, connecting students to on-site counselors, and if deemed necessary, and/or referring them with one of our counseling service providers who can provide more intensive support. This allows students to communicate with adults and discuss their social and emotional needs. Should students continue to miss school through unexcused absences, the Community Schools Coordinator conducts home visits to have a more in-depth conversation with families about the importance of regular school attendance.

Additionally, the role of the Community Schools Coordinator is to identify and maintain contact with external community resources to support parents who are struggling oftentimes as a result

of the lingering effects of the pandemic. Our first tiers of support are working, and ongoing home visits continue to address Tier III families for support.

**California Dashboard: Suspension Rate Indicator**

Suspension Rate Indicator California Dashboard School Comparisons 2017 to 2023					
	2018	2019	2022	2023	+/- over term
Monseñor Oscar Romero	15%	12%	2.3% "Medium"	0.7%	-12.2%
Berendo Middle School	0.7%	0.7%	0.3% "Very Low"	1.5%	+0.3%
Cochran Middle School	2.1%	2.3%	0.2% "Very Low"	2%	-0.1%
Liechty Middle School	2.8%	0.1%	0.5% "Very Low"	1.5%	-2.1%
Pio Pico Middle School	1.6%	2.3%	2% "Low"	0.9%	-0.9%
Sal Castro Middle School	0.8%	1.7%	1.1% "Low"	0.8%	-0.7%
Young Oak Kim Academy	1.5%	0.2%	0.1% "Very Low"	0%	-1.2%
Los Angeles Unified	0.5%	0.4%	0.3% "Very Low"	0.4%	-0.1%
California	3.5%	3.4%	3.1% "Medium"	3.5%	-0.1%

Source: California Department of Education, California School Dashboard. "Suspension Rate Indicator" 2017 through 2023. (Retrieved May 2024)

Serving a diverse community of families who have emigrated to the Pio Pico Union/Koreatown area from countries in some instances to escape trauma and dangerous environments, Monseñor has worked tirelessly to create a school community focused on student well-being and safety. A hallmark of the YPICS model, we have a team dedicated to school climate and culture. At the start of the prior charter term, the suspension rates were exceptionally high. To address this concern, the administration decided to have two administrators of culture and climate-- one to provide social/emotional support through restorative practices, and another dedicated to creating a positive school culture through school spirit activities, extracurricular opportunities. The Culture and Climate Team take a "preventative" approach to promoting a positive environment in which students can focus on learning and thrive socially and emotionally.

Prior to the pandemic, the school faced several challenges relating to climate. Specifically, it was fairly common for students, many of whom were newcomers, who were adapting to not only living in a new country but to a school environment focused on learning. From 2017 through the onset of the pandemic, we attempted to curb the influence of external community issues on the school. The pandemic and virtual instruction allowed a pause of sorts to begin the deeper data analysis of trends and developing a system of supports using the PBIS and MTSS framework. During this time, we re-established relationships with outside agencies to partner for services related to student well-being and mental health.

The planning for new systems began in summer 2021 and have been in place since the return to in-person instruction in Spring 2022. A website dedicated to SCC was developed with two portals: student version and an Infinite Campus-linked version for teachers. Creating a private system for students to submit incident reports has had a positive impact on climate with students having the ability to report any issue that could become a larger problem if not reported to the adults on campus. For teachers, classroom disruptions have also decreased greatly as evidenced by the decrease in ODR (Office Discipline Referral).

The school staff regularly review data and collectively strategize on how to address patterns. For example, in prior years Saturday School was the consequence for behavioral issues. The current approach to student discipline is restorative where students report for “Make Up Time” on early dismissal Mondays to engage in reflection using the Ripple Effects platform.

**Student Population to be Served**

Monseñor Oscar Romero Charter equips low-income students in grades 6-8 for academic success and active community participation. The school is located in the Pico Union/Koreatown, an area representative of high poverty and academically struggling students. The majority of students attending schools in this area come from Central American immigrant families where Spanish is spoken in their home. Monseñor Oscar Romero Charter seeks to continue to close the achievement gap for these students by providing clear and high expectations for all students, a personalized and supportive learning environment that recognizes students’ accomplishments, family-school-community partnerships and service, and integrated technology in the classroom with a culturally enriched curriculum.

2025-2030 Enrollment/Roll-Out Plan					
Grade	2025-26	2026-27	2027-28	2028-29	2029-30
6	110	115	120	120	125
7	100	112	117	120	125
8	85	102	114	119	125
Total	295	329	351	359	375

Monseñor currently enrolls students from the surrounding areas serving low-income and immigrant families. Classroom sizes vary from 20-30 students in all three-grade levels (6-8).

Our process of enrollment consists of submitting an application and acceptance which is based on available enrollment. Monseñor Oscar Romero Charter accepts all students from all backgrounds and experiences including Special Education. Students are not required to live in the school zone area. Monseñor Oscar Romero Charter is a tuition-free school.

**Goals and Philosophy**

*Vision & Mission*

The school is named in honor of and inspired by Monseñor Oscar Romero. During his three years as archbishop of San Salvador, Oscar Romero became known as a fearless defender of the poor and suffering during El Salvador's civil war in the 1980s. His work on behalf of the oppressed earned him the admiration and love of the people of El Salvador. In 1980, amidst overarching violence, rather than shrink under the increasingly intense repression, Romero used his nationally broadcast Sunday homilies to report on conditions in the country and "plead for sanity, for an end to the repression, and that the root causes of the conflict -- the country's deeply rooted structures of economic injustice -- be addressed in favor of the majority poor who are also the chief victims of the government's violence." Romero wrote to President Jimmy Carter pleading with him to cease sending military aid because he wrote, "it is being used to repress my people." He was killed in 1981 while giving mass.

Monseñor Oscar Romero Charter equips low-income students in grades 6-8 for academic success and active community participation. The school is located in the Pico Union/Koreatown community, an area fraught with poverty and academically struggling students. The majority of students attending schools in this area come from Central American immigrant families where Spanish is spoken in their home. Monseñor Oscar Romero Charter seeks to close the achievement gap for these students by providing clear and high expectations for all students, a personalized and supportive learning environment that recognizes students' accomplishments, family-school-community partnerships and service, and integrated technology in the classroom with a culturally enriched curriculum.

The mission of **Monseñor Oscar Romero Charter** is to:

1. Prepare students for academic success in high school, as well as post-secondary education.
2. Prepare students to be responsible and active participants in their community.
3. Enable students to become life-long learners.

Students at **Monseñor Oscar Romero Charter** will become active citizens who characterize the ideals of a diverse and democratic society. Students will provide service to their community, take responsibility for their own learning, and develop the habits of mind and body that will empower them to be successful in high school and beyond.

In accordance with the Expected School-wide Learning Results (ESLRs), every student who graduates from **Monseñor Oscar Romero Charter** will be:

- An **Effective Communicator**, able to read, write, converse and listen for a variety of purposes
- An **Information Manager**, able to locate, access, organize, evaluate and apply information in a complex and technological world
- A **Problem Solver**, able to apply a variety of thinking, creative and computing skills to produce solutions for practical and theoretical problems



- A **Productive Member of Society**, able to demonstrate healthy, responsible behavior and to work collaboratively and respectfully in a culturally diverse community
- A **Lifelong Learner**, able to set educational and career goals, to develop a realistic strategy to achieve those goals and to apply content knowledge and critical thinking skills to adapt to a rapidly changing environment

### *The 21<sup>st</sup> Century Educated Person*

The educated person in the 21st century must have the critical thinking skills necessary to engage in continuous learning – essential for adaptation to the constantly changing economic and social environment of tomorrow. The educated person must not only value academic pursuits such as reading, writing, and mathematics, but also community interests and a respect for cultural diversity. The educated person uses knowledge and skills to analyze situations, formulate questions and ideas, and creatively present findings. Exercising such skills enables the educated person to perform well in the economic workforce and to become an active participant in the diverse global community.

- College and career-readiness
- Responsible use of technology

At Monseñor Oscar Romero Charter, we prepare students to become citizen scholars. We provide opportunities for student growth through academic achievement, service learning, athletics, leadership, technology integration and cooperative learning.

The schoolwide behavior expectations guide our students on appropriate and respectful behaviors throughout campus. Student adherence to positive behavior expectations is reinforced through Scholar Dollars bearing the image of Monseñor Oscar Romero. This school currency allows students to purchase school items, healthy snacks or Monseñor-branded “pride” swag. Student voice is represented in grade-level class councils, student leadership, athletics program (soccer, basketball), after school extracurricular clubs such as, music, cheer, student leadership, drama, and animation. Our expanded learning opportunities program, coordinated by the Community School Coordinator, ensures afterschool programming includes topics of interest to students and academic support.

We believe all children can learn. We provide alternatives to suspension so that children may develop the social skills to reach their fullest social/emotional, academic potential. Student and family wrap around services are an integral part of making learning a family affair.

### *How Learning Best Occurs*

The National Assessment of Educational Progress (NAEP), Scholastic Aptitude Test (SAT), and American College Test (ACT) consistently demonstrate gaps in performance between students by race and income. African-American, Latino/a, Native American, and low-income students demonstrate lower performance than their white, Asian, and economically advantaged peers. The Monseñor leadership team has studied examples of effective practices that have worked to



close this achievement gap including Success for All Literacy, Relay Graduate School of Education and Loyola Marymount University’s Center for Multilingual Learners.

Furthermore, Monseñor Oscar Romero Charter has incorporated the following recommendations from Kati Haycock, Director of Education Trust:

- Have uniform standards: Clear and high expectations of all students that fully align with the California Common Core State Standards.
- Make the curriculum challenging: Rigorous curriculum will be organized around major concepts that students are to know deeply.
- Accelerations for student learning: A personalized environment and regular assessments will ensure that no students fall behind. Additional academic support during and after the school day based on identified academic, social and/or emotional needs.
- Provide effective teachers: All core subject teachers with the appropriate credential in their subject matter based on Every Student Succeeds (ESSA) requirements for highly qualified teachers.
- Quality Instructional Leadership: Regular collaboration time for grade-level co-planning and impactful professional development to support teachers to improve their practice.

Students learn best when they are challenged by clear and high expectations and supported by a caring community of family and learners. They are excited by education that is meaningful and dynamic. Students are motivated by learning that requires them to problem solve and collaborate. Students learn best when they have an opportunity to form meaningful relationships with teachers, administrators, peers, and the surrounding community. They thrive in an environment where teachers, parents, and students work collectively to set goals and celebrate achievement.

Young people want to make a difference in their families and communities and they value experiences that empower them to do so. Learning must both reflect students’ lives and expand their understanding to encompass a global perspective. Schools must provide opportunities for students to develop personal responsibility, self-management of their own learning, and practice democratic principles. They must celebrate authentic accomplishments as well as cultural and individual diversity in an environment of tolerance and respect. These concepts are the foundation of tolerance and respect. These concepts are the foundation of the Monseñor Oscar Romero Charter.

LCFF STATE PRIORITIES (Charter Term Commencing July 1, 2025)	
GOAL #1	
Maintain high standards for a safe, nurturing, engaging learning environment where ALL students are supported in attaining high levels of achievement through the use of high-quality curricula and exceptional staff.	Related State Priorities: X 1 <input type="checkbox"/> 4    X 7 X 2 <input type="checkbox"/> 5 <input type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6

	Local Priorities: <input type="checkbox"/> : <input type="checkbox"/>
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**Specific Annual Actions to Achieve Goal**

- 1.1 Facility in "Good Repair"
- 1.2 Standards-Based Instruction (Certificated Teachers)
- 1.3 Paraprofessionals (Academic Tutors & Behavior Support)
- 1.4 Core Instructional Materials/Licenses & State-Verified Assessments
- 1.5 Supplemental Instructional Materials & Support
- 1.6 Multi-Tiered System of Supports (MTSS) Team
- 1.7 Technology Integration
- 1.8 EL-focused Professional Development
- 1.9 Effective Instructional Leadership/Coordinator of Instruction Support for Impactful & Effective Instruction
- 1.10 Effective Operations Team

**Expected Annual Measurable Outcomes**

**Outcome #1: Fully Credentialed and Appropriately Assigned Teachers (Priority 1)**  
**Metric/Method for Measuring: Teacher Assignment Monitoring Outcomes by Full-time Equivalent**

Applicable Student Groups	Baseline (Based on 2022-23 TAMO for FTE)	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	72.3%	85%	95%	95%	95%	95%
English Learner Students	*	*	*	*	*	*
Socioecon. Disadv./Low Income Students	*	*	*	*	*	*
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

**Outcome #2: Access to Standards–Aligned Instructional Materials (Priority 1)**  
**Metric/Method for Measuring: Teachers/ students with access to standards- aligned curricula**

Applicable Student Groups	Baseline (Based on 2022-23 LACOE Williams visit)	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learner Students	100%	100%	100%	100%	100%	100%
Socioecon. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	100%	100%	100%	100%	100%	100%
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	100%	100%	100%	100%	100%	100%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*

White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #3: Facilities in "Good" Repair as Measured by Facility Inspection Tool (FIT) (Priority 1)						
Metric/Method for Measuring: Williams Facility rating						
Applicable Student Groups	Baseline (Based on 2023-24 LACOE Williams visit)	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learner Students	100%	100%	100%	100%	100%	100%
Socioecon. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	100%	100%	100%	100%	100%	100%
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	100%	100%	100%	100%	100%	100%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #4: Implementation of State Standards (Priority 2)						
Metric/Method for Measuring: Local Indicator for Implementation of State Standards						
Applicable Student Groups	Baseline (Based on 2023-24 local indicator reporting)	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030
All Students (Schoolwide)	"Met"	"Met"	"Met"	"Met"	"Met"	"Met"
English Learner Students	"Met"	"Met"	"Met"	"Met"	"Met"	"Met"
Socioecon. Disadv./Low Income Students	"Met"	"Met"	"Met"	"Met"	"Met"	"Met"
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	"Met"	"Met"	"Met"	"Met"	"Met"	"Met"
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	"Met"	"Met"	"Met"	"Met"	"Met"	"Met"
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #5: Teacher Perception of Professional Development Impact & Support (Priority 2)						
Metric/Method for Measuring: Teacher Participation and Average Rating on Youth Truth Survey						
Applicable Student Groups	Baseline (Based on 2023-24 Youth Truth Staff Survey)	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030
All Students (Schoolwide)	29%; 3.84	95%; 4	95%; 4	95%; 4	95%; 4	95%; 4
English Learner Students	*	*	*	*	*	*
Socioecon. Disadv./Low Income Students		*	*	*	*	*
Foster Youth Students	*	*	*	*	*	*

Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #6: Access to and enrollment in a broad course of study (Priority 7) Metric/Method for Measuring: Students access to a broad course of study based on audit of the master schedule/student schedules						
Applicable Student Groups	Baseline (Based on most recent data available)	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learner Students	100%	100%	100%	100%	100%	100%
Socioecon. Disadv./Low Income Students	100%	100%	100%	100%	100%	100%
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	100%	100%	100%	100%	100%	100%
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	100%	100%	100%	100%	100%	100%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

<b>GOAL #2</b>	
Maintain high standards for our community to engage students in high levels of achievement in English/Language Arts through the use of high-quality curricula, effective instruction and local assessments, and ensure the necessary targeted acceleration and supports are delivered in a timely manner to maximize student growth.	Related State Priorities: <input type="checkbox"/> 1   X 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input type="checkbox"/> 5   X 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6
	Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> :
Specific Annual Actions to Achieve Goal	
2.1 ELA/ELD Co-planning for Instruction & Assessment 2.2 Accelerations for Language Arts (Tiers 2 & 3) 2.3 Designated ELD 2.4 Reading & Writing Across the Curriculum 2.5 Critical Thinking & Writing Skills Development for Social Science	
Expected Annual Measurable Outcomes	
Outcome #1: Students demonstrating growth on iReady Reading Diagnostic (Priority 8) Metric/Method for Measuring: Verified Data Source -iReady Reading Growth	

**\*\*NOTE: This is a local assessment used for formative purposes. Targets are subject to the needs of the enrolled students/groups. This data will be consistently monitored in order to address the various academic needs of pupils.\*\***

Applicable Student Groups	Baseline (Based on 2023-24 iReady Typical Growth)	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030
All Students (Schoolwide)	72%	72%	72%	72%	72%	72%
English Learner Students	72%	72%	72%	72%	72%	72%
Socioecon. Disadv./Low Income Students	74%	74%	74%	74%	74%	74%
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	86%	86%	86%	86%	86%	86%
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	73%	73%	73%	73%	73%	73%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

**Outcome #2: Students making progress towards English language proficiency (Priority 4)  
Metric/Method for Measuring: Dashboard English Language Proficiency Indicator (ELPI)**

Applicable Student Groups	Baseline (Based on the 2023 CA Dashboard)	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030
English Learner Students	45.1% "Orange"	47%	49%	51%	53%	55%

**Outcome #3: Students demonstrating growth towards meeting ELA standards (Priority 4)  
Metric/Method for Measuring: Dashboard English/Language Arts Indicator**

Applicable Student Groups	Baseline (Based on the 2023 CA Dashboard)	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030
All Students (Schoolwide)	-81.1 DFS "Red"	-75 DFS	-70 DFS	-65 DFS	-60 DFS	-55 DFS
English Learner Students	-119.2 DFS "Red"	-114 DFS	-110 DFS	-105 DFS	-100 DFS	-95 DFS
Socioecon. Disadv./Low Income Students	-78.9 DFS "Red"	-73 DFS	-68 DFS	-63 DFS	-58 DFS	-53 DFS
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	-139 DFS "Red"	-134 DFS	-120 DFS	-115 DFS	-110 DFS	-105 DFS
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	-81.4 DFS "Red"	-75 DFS	-70 DFS	-65 DFS	-60 DFS	-55 DFS
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

**Outcome #4: Reclassification of multilingual learners to "fluent English proficient (RFEP)" (Priority 4)  
Metric/Method for Measuring: Annual Reclassification Rate**

Applicable Student Groups	Baseline (Based on 2023-24 EOY CALPADS Reporting)	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030
English Learner Students	12.39%	15%	20%	22%	24%	25%

**GOAL #3**

Maintain high standards for our community to engage students in high levels of achievement in mathematics and science through the use of high-quality curricula and local assessments, and ensure the necessary targeted acceleration and supports are delivered in a timely manner to maximize student growth.	Related State Priorities: <input type="checkbox"/> 1    X 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input type="checkbox"/> 5    X 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6
	Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> :

**Specific Annual Actions to Achieve Goal**

- 3.1 Mathematics Co-planning for Instruction & Assessment
- 3.2 Accelerations for Mathematics (Tiers 2 & 3)
- 3.3 NGSS Science Supplemental Resource

**Expected Annual Measurable Outcomes**

Outcome #1: Students demonstrating growth on iReady Mathematics Diagnostic (Priority 8)  
 Metric/Method for Measuring: Verified Data Source -iReady Mathematics Growth

**\*\*NOTE: This is a local assessment used for formative purposes. Targets are subject to the needs of the enrolled students/groups. This data will be consistently monitored in order to address the various academic needs of pupils.\*\***

Applicable Student Groups	Baseline (Based on 2023-24 iReady Typical Growth)	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030
All Students (Schoolwide)	68%	68%	68%	68%	68%	68%
English Learner Students	69%	69%	69%	69%	69%	69%
Socioecon. Disadv./Low Income Students	69%	69%	69%	69%	69%	69%
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	74%	74%	74%	74%	74%	74%
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	68%	68%	68%	68%	68%	68%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #2: Students demonstrating growth towards meeting math standards (Priority 4)  
 Metric/Method for Measuring: Dashboard Mathematics Indicator

Applicable Student Groups	Baseline (Based on the 2023 CA Dashboard)	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030
All Students (Schoolwide)	-126 DFS "Red"	-115 DFS	-110 DFS	-105 DFS	-100 DFS	-95 DFS

English Learner Students	-157 DFS "Red"	-146 DFS	-141 DFS	-136 DFS	-131 DFS	-129 DFS
Socioecon. Disadv./Low Income Students	-125.4 DFS "Red"	-114 DFS	-109 DFS	-104 DFS	-99 DFS	-94 DFS
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	-171.3 DFS "Red"	-160 DFS	-155 DFS	-150 DFS	-145 DFS	-140 DFS
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	-125.2 DFS "Red"	-114 DFS	-109 DFS	-104 DFS	-99 DFS	-94 DFS
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #3 Students meeting/exceeding standards in NGSS (Priority 4) Metric/Method for Measuring: CA Science Test (CaST)						
Applicable Student Groups	Baseline (Based on the 2023 CAST)	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030
All Students (Schoolwide)	9%	15%	17%	20%	23%	25%
English Learner Students	0%	10%	12%	14%	16%	18%
Socioecon. Disadv./Low Income Students	9%	15%	17%	20%	23%	25%
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	7%	13%	15%	<15%	<15%	<15%
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	10%	16%	18%	21%	24%	26%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

GOAL #4	
Create and sustain meaningful engagement of students, teachers and parents as partners to strengthen the school climate and increase their understanding of the school focus to improve successful secondary outcomes.	Related State Priorities: <input type="checkbox"/> 1 <input type="checkbox"/> 4 <input type="checkbox"/> 7 <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 5 <input type="checkbox"/> 8 <input checked="" type="checkbox"/> 3 <input checked="" type="checkbox"/> 6
	Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> :
Specific Annual Actions to Achieve Goal	
4.1 Parent Engagement Activities & Increasing Parent Capacity for Decision-Making 4.2 Leadership Development for Students 4.3 Engagement of Parents of Underserved Groups 4.4 Positive Behavior & Intensive Support (PBIS) 4.5 MTSS for Chronic Absenteeism	

4.6 School Climate & Culture Team Staffing

Expected Annual Measurable Outcomes

Outcome #1: Increase/maintain student daily attendance

Metric/Method for Measuring: Student Attendance Rates (Priority 5) as evidenced by monthly ADA reports

Applicable Student Groups	Baseline (Based on 2023-24 SY)	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	92.8% Attendance Rate 256.48 ADA through Month 8	95%	95%	95%	95%	95%
English Learner Students	n/a	95%	95%	95%	95%	95%
Socioecon. Disadv./Low Income Students	n/a	95%	95%	95%	95%	95%
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	n/a	95%	95%	95%	95%	95%
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	n/a	95%	95%	95%	95%	95%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #2: Decrease chronic absenteeism

Metric/Method for Measuring: Dashboard Chronic Absenteeism Indicator (Priority 5)

Applicable Student Groups	Baseline (Based on the 2023 CA Dashboard)	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	24.8% "Red"	20%	15%	10%	<10%	<10%
English Learner Students	24.6% "Red"	20%	15%	10%	<10%	<10%
Socioecon. Disadv./Low Income Students	25.1% "Red"	21%	16%	11%	<11%	<11%
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	28.9% "Red"	25%	20%	15%	<15%	<15%
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	24.7% "Red"	20%	15%	10%	<10%	<10%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #3: Maintain low suspension rate

Metric/Method for Measuring: Dashboard Suspension Rate Indicator (Priority 6)

Applicable Student Groups	Baseline (Based on the 2023 CA Dashboard)	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	0.7% "Green"	<0.7	<0.7	<0.7	<0.7	<0.7
English Learner Students	1.7% "Green"	<1.7%	<1.7%	<1.7%	<1.7%	<1.7%



Socioecon. Disadv./Low Income Students	0.7% "Green"	<0.7	<0.7	<0.7	<0.7	<0.7
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	0% "Blue"	<1%	<1%	<1%	<1%	<1%
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	0.7% "Green"	<0.7	<0.7	<0.7	<0.7	<0.7
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #4: Maintain expulsion rate <1%						
Metric/Method for Measuring: Expulsion Rate (Priority 6)						
Applicable Student Groups	Baseline (Based on 2022-23 DataQuest report)	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030
All Students (Schoolwide)	0.7%	<1%	<1%	<1%	<1%	<1%
English Learner Students	n/a	<1%	<1%	<1%	<1%	<1%
Socioecon. Disadv./Low Income Students	n/a	<1%	<1%	<1%	<1%	<1%
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	n/a	*	*	*	*	*
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	n/a	<1%	<1%	<1%	<1%	<1%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #5: Maintain dropout rate under 1%						
Metric/Method for Measuring: Middle School Dropout Rate (Priority 5)						
Applicable Student Groups	Baseline (Based on 2022-23 CALPADS report)	2025- 2026	2026- 2027	2027- 2028	2028- 2029	2029- 2030
All Students (Schoolwide)	0%	<1%	<1%	<1%	<1%	<1%
English Learner Students	n/a	<1%	<1%	<1%	<1%	<1%
Socioecon. Disadv./Low Income Students	n/a	<1%	<1%	<1%	<1%	<1%
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	n/a	<1%	<1%	<1%	<1%	<1%
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	n/a	<1%	<1%	<1%	<1%	<1%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #6: Increase student participation and ratings in areas related to safety and connectedness on Youth Truth Survey

Metric/Method for Measuring: Youth Truth Survey Student Perception of School Safety and Connectedness (Priority 6)

Applicable Student Groups	Baseline (Based on 2023-24 Youth Truth Survey)	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	79% participation; 3.52 avg. rating	85% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating
English Learner Students	n/a	85% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating
Socioecon. Disadv./Low Income Students	n/a	85% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	n/a	98% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	n/a	98% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

Outcome #7: Increase student participation and ratings in areas related to safety and connectedness on Youth Truth Survey

Metric/Method for Measuring: Youth Truth Survey Parent Satisfaction, Safety & Decision-Making (Priority 3)

Applicable Student Groups	Baseline (Based on 2023-24 Youth Truth Survey)	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	71% participation; 4.2 avg. rating	85% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating
English Learner Students	n/a	85% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating
Socioecon. Disadv./Low Income Students	n/a	85% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	n/a	85% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	n/a	85% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

**Outcome #8: Increased participation and ratings by parents of unduplicated pupils**  
**Metric/Method for Measuring: Youth Truth Parent Survey Participation in Programs for Unduplicated Pupils**  
**(Priority 3)**

Applicable Student Groups	Baseline (Based on 2023-24 Youth Truth Survey)	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	71% participation; 4.28 avg. rating					
English Learner Students	n/a	98% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating
Socioecon. Disadv./Low Income Students	n/a	85% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	n/a	85% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating	95% participation; 4.5 avg. rating
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

**Outcome #9: Increased participation and ratings by teachers in safety and culture/climate**  
**Metric/Method for Measuring: Youth Truth Survey Teacher Perception of Safety & Positive Culture (Priority 3)**

Applicable Student Groups	Baseline (Based on 2023-24 Youth Truth Survey)	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	29% participation; 3.74 avg. rating	75% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating	95% participation; 4.0 avg. rating
English Learner Students	*	*	*	*	*	*
Socioecon. Disadv./Low Income Students	*	*	*	*	*	*
Foster Youth Students	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Latino Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
White Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*

**Creating Self-Motivated, Life-Long Learners**

Monseñor Oscar Romero Charter believes a career provides a family-sustaining wage and pathways to advancement. Preparation for postsecondary training or education is a prerequisite for our students in the rapidly changing world. A job may be obtained with only a high school

diploma, but offers no guarantee of advancement or mobility. Being ready for a career means that a student has the knowledge and skills needed to qualify for and succeed in the postsecondary job training and/or education necessary for their chosen career. Information and access to what is required to attend high school, community college, universities, technical/vocational program, apprenticeship or significant on-the-job training and other avenues.

Active Citizenship is a YPI hallmark actualized through Service Learning. Being two years back on site, we seek to reestablish and engage our scholar in service-learning projects where they participate in identifying assets and needs in our communities. These projects will engage our students in rigorous, culturally relevant lessons through which they can make a difference. In addition to the service learning projects. Monseñor uses Project Based Learning to engage our students and to support them to engage in critical thinking and problem solving activities.

A Monseñor lifelong learner is able to set educational and career goals, to develop a realistic strategy to achieve those goals and to apply content knowledge and critical thinking skills to adapt to a rapidly changing environment on a regular basis. The pursuit of learning and attaining these goals is a life-long endeavor. Examples of student's educational and career goal setting take place during Advisory; students have the opportunity to take individual career and interest inventories that familiarizes them with the requirements for the chosen career. These inventories provide an overall personalized view of their strength, interest and learning styles. Thus, these inventories and setting of career goals help the students to more clearly motivate and guide the student to achieve their set goals. This process helps students to make the connection between the importance of what they are learning now, setting goals and achieving their future goals.

### *Instructional Design*

The educational model for curriculum and instruction at Monseñor Oscar Romero Charter school is guided by our key program elements, our beliefs about how learning best occurs and by best practices researched in high performing schools that consistently produce well-educated students prepared to the rigors of high school, and successfully enter and succeed in the career and/or college of their choice. The philosophical base and the organizational structure for Monseñor's curriculum are student centered and are in accordance with accountability for meeting or exceeding grade level Common Core, Next Generation Science Standards, ELD and other state standards. Students learn best when there is daily rigorous standards based instruction where students are guided to think using challenging grade-level content that builds strong learning habits and life skills; when students read, write, analyze, discuss, research, experiment and solve challenging problems; when students participate in robust student to student academic discussions that deepen their understanding of challenging content; when students employ a variety of tools and strategies, including technology, to accelerate their learning, build skills and obtain feedback on their performance.

Since its opening, the charter school has demonstrated exemplary implementation of YPICS hallmark of technology integration. It was this long-established program feature that the school

was able to pivot to remote virtual instruction at the onset of the COVID-19 pandemic in March 2020. The pandemic pressures expanded the repertoire of platforms employed to address the personal learning needs of students. For example, the adoption of iReady ELA and math curricula complemented the use of publisher diagnostic assessments with student use of iReady personalized instruction using MyPath to address skill gaps. Additionally, the use of *NoRedInk* allows students to engage in activities which simulate the performance tasks that they will see on State mandated assessments. This allows students to gain exposure and an understanding of the format and expectations when working through performance tasks on state standardized assessments. As discussed previously, the school will widely use State resources for online assessment preparation (e.g., Interim assessments for English/language arts, mathematics, science).

Monseñor Oscar Romero Charter School understands the importance and use of research-based instructional practices to promote student achievement, resulting from impactful professional development and instructional support in the following areas:

- Design standards-based instruction (using the principles of Universal Design for Learning to address the needs of multilingual learners, students with IEPs and dually-identified)
- Align appropriate assessments to the standards
- Implement instructional activities that are aligned to standards, and reflect research-based best practices
- Teachers are incorporating instructional strategies detailed in *Explicit Direct Instruction: The Power of the Well Crafted, Well-Taught Lesson*, by John Hollingworth and Dr. Silvia Ybarra. Corwin Press, 2009.

The traditional backwards design process guides teachers through the following process:

- Internalization and prioritization of the Common Core State Standards, Next Generation Science Standards
- Differentiated assessment methods aligned to prioritized standards and identified learning targets
- Innovative, research-based instructional strategies clearly articulating student learning objectives

The final step is a process of aligning Common Core State Standards and assessments to project-based, real-world learning applications that are meaningful in advancing student learning.

At Monseñor, students are involved in conversations about learning objectives, instruction and assessment. Teachers continuously communicate learning objectives to students and employ the use of formative and summative assessments (iReady diagnostics, iReady personalized learning pathways, core content assessments) to evaluate student mastery of the Common Core State Standards.

Furthermore, this student-centered approach supports a culturally relevant curriculum that connects with students' interests and experiences. Twice per year, families engage in student-led parent conferences. This dedicated event is built into the academic calendar each year, and garners parent attendance of 90% or more each semester. This process of student involvement in their own goal setting, facilitated by teachers and parents, affords the student to maintain or engage in learning strategies that reflect academic achievement.

Another implemented process is Backward Design, which is used by teachers to develop assessments aligned to Common Core State Standards and project-based instructional activities at each grade level across the content areas.

The foundational coursework, as outlined above, uses a repertoire of instructional strategies, curriculum and materials. Instructional strategies include:

- Research-based projects
- Cooperative group work and projects
- Interdisciplinary approaches to curriculum
- Presentation of clearly defined "Learning Targets" for all students by all teachers and clearly understood by all students
- Rubrics for self-assessment
- Involvement of community members and educational partners in instructional presentation
- Mentoring program
- Implementation of a Professional Learning Community for peer interactions based on the work of nationally recognized work of Richard DuFour and Robert Eaker.

***Curriculum and Instruction***

Monseñor attests that each pupil in the school will have sufficient instructional materials in each subject area consistent with the content and cycles of the curriculum frameworks adopted by the California Department of Education.

All students at Monseñor have access to the broad course of study. This is achieved by students with disabilities receiving push-in support in the core instructional program by the Resource Specialist Teacher. During the 2023-24 academic, we shifted to dedicated “co-planning” time during site-based professional development to ensure the needs of students with disabilities and multilingual learners are at the forefront in all instructional planning.

Course of Study Grades 6 through 8			
	Grade 6	Grade 7	Grade 8
English/Language Arts	English 6	English 7	English 8
English Language Development	ELD	ELD	ELD
Social Science	Ancient Civilizations	World History	United States History
Mathematics	Math 6	Math 7	Math 8

		Pre-Algebra	Pre-Algebra or Algebra
Science	Earth Science	Life Science	Physical Science
Physical Education	PE 6	PE 7	PE 8
Academic Support (ELA, Social Science, Math, Science)	Academic Support	Academic Support	Academic Support
Media Arts	Video Production	Video Production	Video Production

NOTE: All courses are "annual" consisting of fall and spring semesters.

### *Instructional Materials*

Through data-driven consultation with staff and parents/guardians, the Instructional Leadership Team identifies areas of need and works with publishers to review standards-aligned (CCSS/NGSS/ELD) materials that meet the identified need. The Executive Administrator will work with the LSC to present the proposed materials for adoption to the Board of Trustees following the timeline for LCAP and budget development.

Monseñor relies on both core instructional materials (digital or hard copy) and supplemental instructional materials (digital or hard copy). Below are lists of all current curriculum materials and resources utilized by the school for each grade level and subject. Programs that have specific tools to support English learners are also indicated.

Standards-Aligned Instructional Materials						
Publisher	Grades	English	ELD	Math	Science	Soc. Sci.
iReady	6-8	x		x		
Iron Box	6-8			x		
TCI History	6-8					x
Stile	6-8				x	
Success for All	6-8	x	x	x		
Lift National Geographic	6-8		x			

### **English (Core)**

The Common Core State Standards (CCSS) aligned language arts course emphasizes reading, writing, speaking, and analytical-cognitive skills. Course content includes a study of short stories and novels; narrative, argumentative and explanatory writing genres; integrated with the study and research skills necessary for analysis. The curriculum and instructional methods support state standards and assessments (e.g., Smarter Balance). [Grades 6-8]

### **English Language Development (Core)**

This course is for students who have been identified as English Learners based on the English Language Proficiency Assessments for California (ELPAC). It is designed to develop skills in listening, speaking, reading, and writing for everyday and academic purposes. Instruction focuses on communicative and academic skills based on the California ELD Standards. Students receive direct instruction based on their level of English language acquisition with the goal of preparing English learners for successful reclassification. [Designated ELD instruction for students currently identified as "English learner" in grades 6-8]

### **Mathematics (Core)**



The Common Core State Standards (CCSS) aligned mathematics course sequence provides students with multiple opportunities to learn concepts and practice skills. Mathematical content is organized in a number of domains. The curriculum and instruction focuses on the application of skills to engage in real-life problem solving, student communication of mathematical thinking and appropriate use of technology. Teachers will design and utilize various assessment tools that can be used both for planning instruction (formative assessment) and for assigning grades (summative assessment) including state-verified data and mandated assessments (e.g., Smarter Balance). [Grades 6-8; Pre-Algebra]

### **Science (Core)**

The Next Generation Science Standards (NGSS) aligned course sequence provides the opportunity to improve student achievement in reading and application of concepts to engage in investigations/experiments.

[Grade 6: Earth Science; Grade 7: Life Science; Grade 8: Physical Science]

### **Social Studies (Core)**

History-Social Science program will examine global human experience in light of such unifying themes as the process of change over time and the interrelationships among societies. Information will be selected to stimulate student interest and understanding of historical concepts and patterns. Issues of race, religion, gender, ethnicity and class will be incorporated into the curriculum along with current events, geography, and an introduction to social sciences: anthropology, sociology, psychology, economics and international relations. [Grade 6: Ancient Civilizations; Grade 7: World History; Grade 8: United States History]

### **Physical Education (Core)**

The Physical Education course emphasizes the development of motor skills, physical fitness, teamwork, and cognitive understanding of health and wellness. Students will engage in a variety of physical activities and team sports. The curriculum promotes the improvement of strength, endurance, flexibility, and coordination, while also encouraging the development of personal and social responsibility through sportsmanship and collaboration. Instruction supports state standards and assessments (e.g., California Physical Fitness Test). [Grades 6-8]

### **Introduction to Film/Video Production (Elective)**

The Introduction to Film/Video Production course provides students with foundational skills in film and video creation, focusing on the technical, creative, and analytical aspects of visual storytelling. Students will explore pre-production, production, and post-production techniques, including scriptwriting, storyboarding, camera work, lighting, sound, and video editing. The curriculum emphasizes hands-on projects where students create their own short films and videos while learning about film theory, media literacy, and the impact of visual media in society. Instruction aligns with state standards for career and technical education in arts, media, and entertainment. [Grades 6-8]

### **Advisory (Non-core)**



The grade-level advisory course is the time to address social-emotional and academic check-ins with students—teachers conference with their students and ask them about how they feel regarding their academic growth and progress. This check-in during advisory is particularly helpful for English learners and students with special needs in order to connect with their teacher in a one-on-one setting. One of the programs used in advisory is “Sown to Grow”. The program allows staff to create check-in questions focused on social-emotional and academic needs. Teachers can see student responses, and our administrative team receives notifications if students indicate that they are struggling social-emotionally, which is forwarded to our counselor, who then checks in with students to provide the necessary support.

Advisory program serves as a class that allows students to engage in goal setting, community circles, 1-on-1 check-ins, and journaling. The purpose of advisory is to build community with students; to ensure that every student has a staff advisor that will support their overall academic and socioemotional needs; to provide students with wraparound supports, guidance, and skills to be successful in school and later in career and life.

In addition to the actions shared, Monseñor is also committed to recruiting and supporting high-quality ELA teachers in order to ensure the continuous improvement of the ELA program. Specifically, Monseñor has worked to increase the salary table in order to bolster recruitment efforts and has increased the avenues of teacher recruitment to job fairs, making connections with teacher credentialing programs, and using various educational recruitment agencies. Monseñor has increased our capacity to coach and support teachers.

### **Support Classes (Non-core)**

All teachers and aides are trained in *Success for All* (SFA) program, and has been the foundational instructional model for all courses to ensure an effective instructional cycle is employed consistently every day. SFA programs for both reading and mathematics are used. SFA is a research proven program used to support all students and has structures built into the program to support the needs of high performing students, low performing students, students with disabilities, and multilingual learners. In both SFA's reading and math programs there is a focus on vocabulary acquisition, collaborative learning, rubric usage, data usage/reflection and the cycle of effective instruction. During their ELD time, the students participate in small group learning and learning rotations to meet their various needs. Students also use additional technology to provide personalized learning opportunities (e.g., iReady *MyPath*). Since the return from the pandemic, the school expanded support courses beyond English and math, to include social studies and science.

Independent study will be made available under specific circumstances as permitted by YPICS Board Policy.

# Academic Calendar and Schedules

The calendar below is a “draft” for 2025-26 to be presented to parents and staff, and subject to the approval of the YPICS Board of Trustees.

## Draft 2025-2026 Academic Year Calendar

<p><b>July 2025</b></p> <table border="1"> <thead> <tr><th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th></tr> </thead> <tbody> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td></td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td></tr> </tbody> </table> <p>28-30 New Teacher Orientation 31 Pre-Service Prof. Development</p>	Su	Mo	Tu	We	Th	Fr	Sa			1	2	3		5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			<p><b>January 2026</b></p> <table border="1"> <thead> <tr><th>Su</th><th>Mo</th><th>Tu</th><th>We</th><th>Th</th><th>Fr</th><th>Sa</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </tbody> </table> <p>1-2 Winter Break 5-6 TPD 7 Return from Winter Break 19 - MLK Jr Day (holiday)</p>	Su	Mo	Tu	We	Th	Fr	Sa						2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31														
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**Fall Semester - Days of Instruction 88**
**Spring Semester - Days of Instruction 92**  
*TOTAL DAYS OF INSTRUCTION 2025-26 180*

**Key**

# Vacation

Holiday

TPD (Pupil Free)

Early Dismissal/Staff Development

Parent Conferences

Minimum Day

## School Bell Schedules

### Monday

Grades 6 & 7			
	Start	End	Minutes
Advisory	8:15 am	8:50 am	35
Period 1	8:53 am	9:33 am	40
Recess	9:33 am	9:43 am	10
Period 2	9:47 am	10:27 am	40
Period 3	10:30 am	11:10 am	40
Lunch	11:10 am	11:50 am	40
Period 4	11:54 am	12:34 pm	40
Period 5	12:37 pm	1:17 pm	40
Period 6	1:20 pm	2:00 pm	40

Grade 8			
	Start	End	Minutes
Advisory	8:15 am	8:50 am	35
Period 1	8:53 am	9:33 am	40
Recess	9:33 am	9:43 am	10
Period 2	9:47 am	10:27 am	40
Period 3	10:30 am	11:10 am	40
Period 4	11:13 am	11:53 am	40
Lunch	11:53 am	12:33 pm	40
Period 5	12:37 pm	1:17 pm	40
Period 6	1:20 pm	2:00 pm	40

### Tuesday through Friday

Grades 6 & 7			
	Start	End	Minutes
Advisory	8:15 am	9:05 am	50
Period 1	9:08 am	9:58 am	50
Recess	9:58 am	10:13 am	15
Period 2	10:17 am	11:07 am	50
Period 3	11:10 am	12:00 pm	50
Lunch	12:00 pm	12:40 pm	40
Period 4	12:44 pm	1:34 pm	50
Period 5	1:37 pm	2:27 pm	50
Period 6	2:30 pm	3:20 pm	50

Grade 8			
	Start	End	Minutes
Advisory	8:15 am	9:05 am	50
Period 1	9:08 am	9:58 am	50
Recess	9:58 am	10:13 am	15
Period 2	10:17 am	11:07 am	50
Period 3	11:10 am	12:00 am	50
Period 4	12:03 pm	12:53 pm	50
Lunch	12:53 pm	1:33 pm	40
Period 5	1:37 pm	2:27 pm	50
Period 6	2:30 pm	3:20 pm	50

### Minimum Day

Grades 6 & 7			
	Start	End	Minutes
Period 1	8:15 am	9:00 am	45
Recess	9:00 am	9:15 am	15
Period 2	9:18 am	10:08 am	50
Period 3	10:11 am	11:01 am	50
Lunch	11:01 am	11:31 am	30
Period 4	11:34 pm	12:24 pm	50

Grade 8			
	Start	End	Minutes
Period 1	8:15 am	9:00 am	45
Recess	9:00 am	9:15 am	15
Period 2	9:18 am	10:08 am	50
Period 3	10:11 am	11:01 am	50
Period 4	11:04 am	11:54 am	50
Lunch	11:54 am	12:24 pm	30

### Sample Schedules

Advisory	6 <sup>th</sup> Grade Advisory
Period 1	Math 6
Period 2	Science 6
Period 3	Social Studies 6
Period 4	ELD or Support*
Period 5	Physical Education
Period 6	English 6

Advisory	7 <sup>th</sup> Grade Advisory
Period 1	Science 7
Period 2	ELD, Support or Media*
Period 3	Physical Education
Period 4	English 7
Period 5	Social Studies 7
Period 6	Math 7

Advisory	8 <sup>th</sup> Grade Advisory
Period 1	Physical Education
Period 2	English 8
Period 3	Math 8 or Pre-Algebra
Period 4	Social Studies 8
Period 5	Science 8
Period 6	ELD, Support or Media*

\* Students are programmed in a support class or ELD, based on language classification or academic needs.

## Instructional Days and Minutes

This table below represents the instructional minutes based on the 180-day calendar.

Grades	Grades Offered	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Number of [Other] Days	Number of Instr. Minutes Per [Other] Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/Below State Req't.
TK/K	No										36000	0	-36000
1	No										50400	0	-50400
2	No										50400	0	-50400
3	No										50400	0	-50400
4	No										54000	0	-54000
5	No										54000	0	-54000
6	Yes	<del>130</del>	320	<del>34</del>	260	7	204			180	54000	54748	748
7	Yes	<del>130</del>	320	<del>34</del>	260	7	204			180	54000	54748	748
8	Yes	<del>130</del>	320	<del>34</del>	260	7	204			180	54000	54748	748
9	No										64800	0	-64800
10	No										64800	0	-64800
11	No										64800	0	-64800
12	No										64800	0	-64800

## Professional Development

Weekly, relevant professional development is led by the site-based instructional leadership team each Monday. The calendar for the 2025-26 academic year below a sample of topics typically covered:

2025-26 Professional Development Plan (Sample)	
July (Pre-Service)	Effective Co-Planning for Improving Student Outcomes Supporting English Learners Supporting Students with Disabilities Review of Prior Year State Data (Schoolwide, Student Groups, Individual Student level)
August	Role of the MTSS Team (Multi-Tiered System of Supports) & Community Schools Grant Fall Data Review: Analysis of Student data to design supports, accelerations, and reteaching Supporting Newcomers (Introduction to Students with Limited or Interrupted Formal Education, Activating Background) YPICS Teacher Effectiveness Framework Positive Behavioral Interventions & Supports (PBIS)
September	English Learner Master Plan & Progress Monitoring RFEs Developing Academic Language (Academic Language with Meaningful Messages, Academic Language with Strong Sentences, Academic Language with Weighted Words)
October	Developing Rigorous Writing across all Content Areas Fostering Interactions through Academic Conversation Tuning Protocol - formative assessments
November	Understanding the LCAP & Assessing School Progress Deepening Comprehension (Clarify Input, Clarify Input with Focused Listening, Clarify Input with Purposeful Reading)
December	Winter Data Review: Analysis of multiple data points (Absenteeism, ODRs, iReady growth, evaluation of supports/accelerations)
January	Strengthening Writing and Speaking Skills (Fortify Output with Classroom Chatter, Student Writing, and Constructed Response) LCAP Reflection and Planning
February	Building Student's Vocabulary & Comprehension Using Reading and Writing to Deepen Content Knowledge
March	Engaging the Community in Student Learning LCAP Reflection and Planning
April	State Assessment Trainings Spring Data Review: Planning for Spring Acceleration for State Assessments
May	Reflecting on the Year's accomplishments and challenges Collaborative Goal Setting

## Teacher Recruitment

The Executive Administrator recruits highly qualified new and experienced credentialed teachers who demonstrate satisfactory progress toward full certification, fully meet the ESSA criteria as highly qualified teachers, and are committed to the school's mission, vision and community. Recruitment of qualified candidates begins in February and is conducted via exposure at recruitment events at targeted colleges and universities with strong teacher education programs; partnerships with university and non-university teacher pipeline programs; use of relevant online tools such as Edjoin and social media; and referrals from current staff within the school.

New teachers to the school attend three days of *New Teacher Orientation* in July.

Sample New Teacher Orientation (NTO)		
Day 1	Day 2	Day 3
<ul style="list-style-type: none"> <li>• Technology distribution</li> <li>• YPICS Past, Present &amp; Future</li> <li>• YPICS Hallmarks, Priorities &amp; Organizational Structure</li> <li>• Building Trusting Relationships</li> </ul>	<ul style="list-style-type: none"> <li>• Technology applications &amp; platforms training</li> <li>• Critical Friends Group (CFG) Protocols</li> <li>• Standards-based Grading I</li> <li>• Deepening Connections with Students and Families</li> </ul>	<ul style="list-style-type: none"> <li>• Success for All (SfA) Literacy Strategies</li> <li>• Effective Instructional Planning</li> <li>• Standards-based Grading II</li> </ul>

### Meeting the Needs of All Students

The Charter School's leadership structure ensures that the needs of students schoolwide and by student groups are carefully supported and the outcomes monitored. In collaboration with the Executive Administrator, the Director/Coordinator of Instruction is responsible for monitoring the instructional program and student growth.

### English Learners

#### Identification

As part of the electronic enrollment process, the Home Language Survey (HLS) must be completed for each student; it should be provided in English and the language most frequently spoken in the local community (such as Spanish). Parents complete a Home Language Survey at time of initial enrollment in a California school. This survey consists of four questions pertaining to the home language of the family. As standard procedure, this form is to be included in the enrollment packet and all four questions must be answered.

There are four types of ELs enrolled at Monseñor include:

- Newcomers with formal education
- Newcomers with limited formal education
- English Learners on-track that enrolled less than 4 years and are meeting minimum progress expectations.
- Long-Term English Learners (LTELs) with 6 or more years in any U.S. English Learner program

As described in the YPICS English Learner Master Plan adopted by the local governing board each year, the school must ensure that ALL students have a completed Home Language Survey on file (including monolingual English speakers). If any of the four questions in the Home Language Survey indicates the use of a language other than English by the student or in the home, the student must be assessed for language proficiency.

After the completion of On-line Registration (OLR) process, new student registration is verified individually (student by student) through CALPADS and the Student English Language Acquisition (SELA) status is added into Infinite Campus. New students at the beginning of the year are expected to be enrolled mid-June, the process for adding SELA status takes 2 weeks from the date of enrollment.

- Students enrolled after the initial enrollment window into Infinite Campus will have SELA statuses added by mid-July.
- Students enrolled throughout the school year into Infinite Campus will have SELA status added 1-2 business days.
- Updates in Infinite Campus will be made on the Friday of each week until all SELA statuses have been found.

Students that do not have a SELA status will be given a 'to be determined' ("TBD") status. A list of "TBD" students, along with Initial ELPAC Assessment Parent Notification Letters will be placed in the student's English Language Folder (ELF). The charter school must then send home the parent letter and administer the Initial ELPAC within 30 days of initial enrollment.

### *Assessments*

The English Language Proficiency Assessments for California (ELPAC) is California's assessment system that is used to determine the English language proficiency (ELP) of students whose primary language is not English. The ELPAC is aligned with the 2012 California English Language Development Standards and assesses four domains: Listening, Speaking, Reading, and Writing.

English Language Assessments for California (ELPAC) is the assessment used to determine how well students speak, listen, read and write in English when it is not their primary language. There are four forms of the assessment each aligned to a specific need of the individual student:

- **Initial ELPAC:** The Initial ELPAC is used to identify students as being either an English learner or fluent English proficient. It is administered only once during a student's time in the California public school system, based on the results of the home language survey. The locally scored Initial ELPAC is the official score. It is used to identify students as either an English Learner (EL) who needs support to learn English or as proficient in English (EC Section 313; 5 CCR Section 11518.5[d]). Schools have a 30-day window upon enrollment within which to administer the Initial ELPAC assessment.
- **Initial Alternate ELPAC:** This alternative form of the Initial ELPAC test is designed for students with the most significant cognitive disabilities who are potential English learners (ELs) whose individualized education program (IEP) team has determined that they are eligible for an alternate assessment.
- **Summative ELPAC:** an annual summative assessment given every spring to measure an EL's progress and determine their English language proficiency until reclassified as proficient in English (EC sections 313, 60810; 5 CCR sections 11306, 11518.15[a])

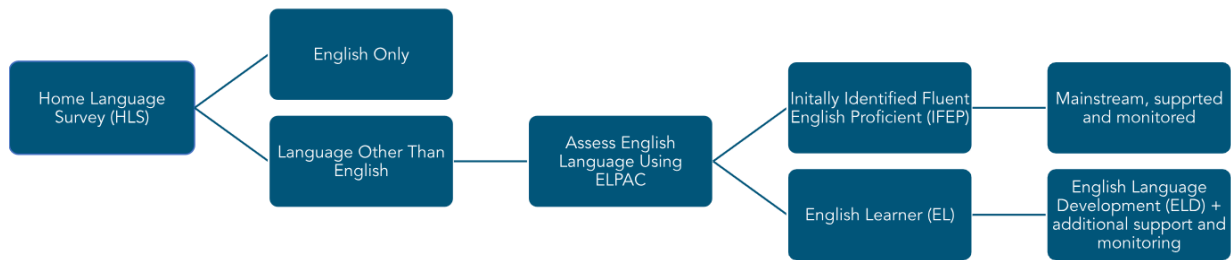
- **Summative Alternate ELPAC:** This test is designed for students with the most significant cognitive disabilities who are English learners (ELs) whose individualized education program (IEP) team has determined that they are eligible for an alternate assessment.

*Parent Notification*

Prior to placing a student in an ELD program, the school must inform parents of their child’s language classification and eligibility for placement in the ELD program. The school’s Coordinator/Director of Instruction and ELP teacher, with the support of the school office staff, will provide the following in writing:

- **Assessment Notification:** The school will notify parents/guardians of their child's results on the state's English language proficiency assessment within 30 calendar days of receipt (EC Section 313; 5 CCR Section 11518.5[d]).
- **Placement Notification:** At the beginning of each school year, parents/guardians will be informed of the placement of their child in an ELD program.

Parent notification must be communicated in a language that can be understood by them within the first 30 days of school. If the student enrolls after the first 30 days of school, parent notification must be completed within two weeks of enrollment. A detailed overview of this process is below:



*Designated English Language Development (dELD)*

English Language Development addresses all four domains of language: speaking, listening, reading and writing – but the emphasis is on speaking and listening. At Monseñor, English learners are programmed into a designated period of ELD where these students receive explicit instruction to develop their acquisition of English language. The Designated ELD course is taught by an appropriately credentialed teacher with the authorization to provide instruction to multilingual learners.

The intent of ELD is to accelerate English language learning in strategic ways by developing skills in these four domains with robust and contextualized instruction. This includes many opportunities for students to engage in meaningful language practices at an appropriate level of challenge and complexity based on their ELPAC skills and overall level. Effective ELD improves access to reading/language arts and all core subjects by explicitly focusing on the language demands of the core.



Designated ELD instruction is both embedded within and provided in addition to a standards-based English/language arts program. ELD is core instruction for English learners. The intent of ELD is for teachers to explicitly and intentionally teach English in order to develop a strong English language foundation in both social and academic settings aligned to the ELD levels of students.

ELD instruction includes interactive activities that are carefully planned and implemented. ELD instruction focuses on all components of the English language not likely to be acquired adequately or efficiently in other instructional or social settings and in daily school, family and community interactions.

ELD instruction is research- and standards-based, aligned to the CA ELD standards and the *California Roadmap*. It is systematically planned and structured via a scope and sequence of language progressions and is planned and delivered targeting specific language objectives.

ELD instruction at the school explicitly teaches elements and features of the English language such as vocabulary, syntax, grammar, discourse, functions, and conventions, as well as the comprehension and production of discipline-specific academic language (e.g., math, science, social studies) based on student language skills and needs.

#### *Integrated English Language Development (iELD)*

All teachers who provide core content instruction in English at any grade level use integrated ELD methodology to provide access to core content areas for English learners, taking into account their level of language proficiency and the language demands of the lessons. In addition, teachers consider the language needed to construct meaning and demonstrate acquisition of a concept/skill. Monseñor ensures that all teachers are trained in *Success for All* (SfA) strategies as the methodology to creating structured literacy for all students. For newcomers and students who experience English language challenges, teachers must incorporate the academic tutor to employ strategies for small groups, including primary language support as appropriate, techniques and additional materials to ensure the English learner has access to the core content.

Integrated ELD promotes language development, particularly what is called “academic language”, or the language of the discipline. ELs are provided with access to well-articulated, standards-based core curriculum via many different scaffolding techniques and strategies.

The key features of the school’s integrated ELD includes:

- Grade-level appropriate content standards in each content area
- Emphasis on the key or essential standards
- Alternate materials that may present the content and/or assessments to demonstrate content mastery without language interference (i.e., the language of the assessment minimizes interference with student’s ability to demonstrate knowledge of the subject)
- Significant scaffolding of content
- Emphasis on language objectives in addition to content objectives

- Extensive student engagement strategies that allow students to practice using the academic language in meaningful ways

### *Progress Monitoring*

Monseñor monitors and regularly assesses the progress of all English Learners, including LTELs and those who have opted out of the EL program, in both English language proficiency and content knowledge throughout the school year. Monitoring student progress identifies students who are not making appropriate progress and allows the school to provide additional support to enable ELs to reach English proficiency, as well as ensuring that the school is providing ELs meaningful access to grade-level core content instruction and remedying any academic deficits in a timely manner.

The charter school has established documented monitoring systems that include local assessments (e.g., publisher, state-verified) to monitor ELs' progress over time, determine when students are not making appropriate progress, notify parents of progress and provide additional support to enable ELs to reach English proficiency and gain grade level content knowledge. The EL Progress Monitoring process is on-going using a dedicated vendor platform and includes regular communication with parents on the following:

- Performance in grade level content classes
- Performance in ELD course
- Student reading level /local assessments
- SBAC performance

### *Reclassification Criteria*

English Learners are reclassified to fluent-English proficient based on the following multiple criteria, in alignment with California EC and the State Board of Education recommendations:

1. Assessment of language proficiency, using an objective assessment instrument, including but not limited to, the state test of English language development
2. Teacher evaluation, including but not limited to, a review of the student's curriculum mastery
3. Comparison of student performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient students of the same age
4. Parent/guardian opinion and consultation

### *Monitoring Reclassified Students*

After students have been reclassified as RFEP, the school will continue to monitor their progress for four years to ensure correct classification, placement and academic support as needed. (20 U.S.C. § 6841[a][4][5]; 5 CCR § 11304). If an exited English Learner is not progressing academically and monitoring suggests a persistent language need, the school will provide additional supports, including but not limited to tutoring, accommodations and support classes, including ELD courses.

Assessment results are maintained in electronic form in Infinite Campus (SIS), EL online platform, and data dashboard platform. This allows for rapid access to results in several formats. This information is accessed for a variety of purposes, including (but not limited to) information that relates to reclassification

#### *Use of Assessment Data for Student Placement and Instructional Planning*

Teachers use interim assessments to analyze student progress for planning differentiated instruction and to provide classroom interventions as appropriate. ELPAC data is used for student placement in the appropriate ELD course.

Teachers use formative assessments in Designated ELD to identify areas of progress and of continuing need for individual students and for groups of students, and for modification of instruction to meet the needs that are revealed by the analysis of this data. CAASPP test results are used in conjunction with diagnostic tests in the language arts and mathematics curricula to identify students in need of benchmark, strategic and intensive interventions, and to assign them to appropriate instructional schedules. Students who meet or exceed grade level benchmarks for growth on these assessments will be encouraged to accelerate or move to more advanced groups/classes. Ongoing monitoring of student progress takes place at two levels:

- School, grade level and/or department teams regularly meet to examine student data, determine short-term needs, and plan instruction accordingly. These meetings may include assignment of ELs to appropriate interventions.
- ELD teachers examine school site data, including but not limited to CAASPP, ELPAC, local assessments, and academic performance. ELD teachers are tasked with developing a six-week intervention plan with their school administration and other instructional leaders in order to ensure that all ELs have the supports needed for academic and socio-emotional success.

#### *ELD Enrollment and Teacher Credentials*

All EL students must be enrolled in the appropriate ELD course, including those with IEPs. All courses with English Learners require the appropriate authorization to teach ELs (CLAD, BA, BCLAD, BCC, LDS, etc.) and the newly embedded EL authorizations with the following codes: ELAM, ELAS, ELAE, or ELA3.

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

Students who enroll at Monseñor with the prior identification as “gifted/talented” based on prior records and/or are performing at grade-level as demonstrated by state-mandated grade-level assessments. Students not yet identified on enrollment can be referred based on proficiency on state assessments, report card grades, and/or teacher referral. Requests will be referred to the SSPT. If a student is eligible for GATE testing, the charter school will contact LAUSD to start the fee-for-service process.

Students performing at either of these two levels will have the unique opportunity to participate in the media arts pathway in grades 6-8. This sequence of courses develops and reinforces

student skills in writing, design, and production. Over the three-year course sequence students are guided by a fully-credentialed teacher with extensive background in media design and production. The partnership with the Youth Cinema Project (YCP) has resulted in several showcase events for students' original productions.

The Youth Cinema Project (YCP) is project-based learning that impacts its participants in life-changing ways. Graduates of the YCP are resilient, real-world problem solvers. They are budding artists who learn the skills needed to bridge achievement and opportunity gaps – they are passionate, lifelong students catapulting towards the entertainment industry's multicultural future. The YCP curriculum – which is aligned with English and VAPA standards – rigorously underscores the value of each voice. It teaches students that their voice and their ideas matter. At the heart of our project-based learning program is not the film – it's the student.

YCP students are taken to specially designed industry field trips where the curriculum is enhanced by our studio partnerships. Similarly, Hollywood professionals are brought into the classroom to teach specific, skilled workshops. In the fall, as students develop their scripts, they have a Hollywood screening of a major motion picture, followed by a Q&A with the studio and film's screenwriter, giving students direct access to working writers. At the end of the year, all of the students have their final screenings in a professional Hollywood setting. In Southern California, students screen their films at The Academy of Motion Picture Arts & Sciences and CAA (Creative Artist Agency). In Northern California, students screen their films at Pixar.

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

In an effort to improve the performance for all students including low achieving or at risk of not meeting grade-level standards, Monseñor monitors student performance and progress of these students throughout the year. Data is accessible at the individual student- and student group-levels; through school leaders, school data teams and classroom teachers monitor standards and student achievement in order to identify all students earning below a grade of C, flagging students at risk based on local assessments, and/or grades.

Advisory teachers review student data/progress reports of each of their advisory students. Parents review and sign 5-week progress and 10-week report cards. The following takes place for those specifically identified as low-achieving:

1. To identify low-achieving students, all students are given diagnostic assessments in English/language arts and mathematics, in addition to winter and spring assessments to monitor growth. State assessment results and grades showing students who are not meeting or nearly meeting standards are also used to assess student achievement levels.
2. Where additional supports and/or accelerations are required, the Director/Coordinator of Instruction will consult with the Multi-Tiered System of Support (MTSS) Team to discuss the Tier I and II supports being provided during the academic instructional blocks if the needs are more general;
3. Should more intensive supports (Tier III) be required for an individual student,

- information from Operations, Climate/Culture and Instruction will be gathered, and the Director/Coordinator of Community Schools will be the lead in interacting with the parent/guardian to share available data and develop a plan to support the student/family and ensure growth;
4. If the MTSS Team determines that additional academic support is needed, the student may be recommended to be enrolled in a support class to help close learning gaps and meet their academic needs. These are non-core classes focused on closing learning gaps in specific content areas (English, Math, Science, and History-Social Science) and are made up of smaller groups compared to core classes allowing teachers to pre-teach, re-teach, and provide more specific interventions to students based on need. s.

#### *Socioeconomically Disadvantaged/Low-Income Students*

Low-income students will be identified by eligibility for the federal lunch program. Approximately 99% of students at Monseñor qualify for free/reduced priced meals. As such, the overwhelming majority of all students enrolled meet this subgroup identification. The charter school's MTSS Team is comprised of the lead administrators for academics, operations, and culture and climate which use multiple data points/sources to determine which Tier I supports would be most beneficial to meet their needs. Should the appropriate intervention be that of Tiers II or III, the lead administrator for the specific area (i.e., academic would be Coordinator of Instruction; chronic absenteeism would be Coordinator of Operations; social/emotional well-being would be Coordinator of Culture/Climate) will monitor the student progress. We believe all students can learn at high levels regardless of economic status.

Monseñor has structured advisory groups to focus on building relationships, where advisors are able to request more personalized services to support the individual's student's success academically, socially, and personally, by making a referral to the MTSS Team led by the Director/Coordinator of Community Schools. Student support services vary based on student need. Needs are identified by the MTSS Team, documented in Panorama and progress is monitored through the bi-weekly meetings of the Team which includes the Directors/Coordinators of Instruction, School Culture/Climate, and Operations. All of our data systems integrate within the Panorama system so that all areas of a student's experience at Monseñor can be supported. We do not believe that a student's socioeconomic status should limit their capacity to learn at high levels. Specific interventions to support the needs of these students may include:

- After school support through the Expanded Learning Opportunities Program (ELOP);
- Referral to community-based organizations for assistance in a variety of areas including counseling;
- Support for the parents through parenting classes to provide assistance with navigating the challenges of adolescence.

Attention is also given to ensure that each student receives nutritious meals and is assisted with accessing health care and other resources if needed. A uniform is provided at no cost for

students (and assistance will be provided for subsequent uniforms, if necessary. Parents and guardians are also supported through parent workshops held throughout the year.

### *Students with Disabilities*

Students with disabilities are provided support using a push-in/pull-out model according to the needs and provisions established in their respective Individualized Education Plans (IEP). The push-in model allows for these students to remain in the core instructional program while receiving personalized assistance from tutors dedicated to identified students. The pull-out model allows the student to receive targeted support in the areas that have been identified in their IEP. Pull-out services are conducted in our Resource room and follow the minutes and goals that are listed in the student's IEP. In addition, Section K accommodations (i.e., testing in a separate environment, simplified directions) are conducted in our resource room by a credentialed Resource teacher, Paraprofessional, or Behavior Interventionist (BI).

Monseñor is a member of Option 3 SELPA in Los Angeles Unified School District's Charter Operated Programs. Please refer to the District Required Language included at the beginning of Element 1.

### *Students in Other Student Groups*

Foster youth, and related student groups such as homeless students, are identified by school personnel through the registration and enrollment process, and supported through coordinated activities with other entities/agencies led by the Director/Coordinator of Community Schools. The identification of foster and/or homeless youth occurs initially through the completion of the online registration and enrollment processes, however, understanding that a student or family's circumstances may change at any time, the Executive Administrator serves as the Foster/Homeless Liaison and is directly supported by the Coordinator of Community Schools as required under McKinney-Vento. Once students have been identified, students will be indicated in Panorama, and the Community Schools Director/Coordinator will work with both internal staff and external agencies to provide additional support services on a case-by-case basis.

### **“A Typical Day at Monseñor Oscar Romero Charter Middle”**

Students arrive between 7:20 a.m. and 7:40 a.m., all wearing their Monseñor Oscar Romero Charter School grade-level appropriate polo shirts and pants. Most students will walk to school or will take the bus from close by neighborhoods, while others have parents or guardians drop them off. School staff from the Operations and Climate/Culture Teams greet students as they arrive. Students pick up breakfast upon entry through the main gate. They then proceed to the “quad” where they consume their breakfast and/or socialize with their fellow scholars in a safe, calm, welcoming atmosphere that reflects the diversity of the community and the warmth of a small learning environment.

The bell rings at 8:12 am and students make their way to their grade-level Advisory class to begin the instructional day. This is a time where students participate in community circles, college and career activities, and nurture supportive relationships with their fellow scholars.

After Advisory class, students have a three-minute passing period to arrive at their first core instructional period of the day.

The emphasis in our core classes will be on rigorous, Common Core standards-based instruction with high expectations for all students and supports for our subgroups. Teachers will engage students in understanding exactly what they must demonstrate and be able to do to complete grade-level standards and college-ready work. Students will be cognitively engaged in their learning through a variety of activities which integrate the use of technology. The digital agenda will indicate the lesson flow and groupings of students. Teachers will involve students in defining and understanding the criteria for success in each station or on each learning objective. Teachers will define clear expectations and analyze real-time, formative performance data with students so that students are self-directed in knowing how good is “good enough” as well as what it takes to improve their performance on that standard/objective. Teachers will adhere to the Cycle of Effective Instruction as described in SFA. This model provides a balance of active instruction, teamwork, assessment and feedback. Throughout the cycle, students will use a variety of instructional materials and resources including digital content.

After the first block, students have a 10-minute recess break where they are encouraged to use the restroom, eat a snack, or simply socialize with their peers. Our break is followed by either two or three instructional blocks depending on the grade level. The instructional blocks are followed by lunch—sixth and seventh graders have lunch together under the shaded patio, and may also engage in social activities and games in the quad until the lunch break concludes. As these students transition to their afternoon instructional blocks, the eighth graders have their own lunch time.

All grade levels get back on to the same bell schedule for instructional periods 5/6 for the remainder of the day. The regular dismissal time Tuesday through Friday is 3:20 pm.



## 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 pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.” (Ed. Code § 47605(c)(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(c)(5)(C).)*

### **MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM**

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

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

### **STANDARDIZED TESTING**

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

### **Measurable Goals of the Educational Program**

Monseñor Oscar Romero Charter is committed to providing a high-quality, consistent educational environment and experience for students that prepares them with the skills, experience, and knowledge to enter and succeed in high school and college.

Annual goals set as a means of achieving this objective are outlined in the school’s Local Control and Accountability Plan (LCAP). For further information on these goals, actions and performance targets, please see the LCFF State Priorities table provided in Element 1.

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

Specific Performance Targets for all pupils and for each student group - please see the LCFF State Priorities table provided in Element 1.



**Other Performance Targets**

For all other measurable goals, please see the LCFF State Priorities table provided in Element 1.

**Measurable Pupil Outcomes: Summative assessment Performance Targets**  
*Performance Targets Aligned to State Priorities*

**Method for Measuring Pupil Progress Toward Outcomes: Formative & Summative Assessments**

Monseñor Oscar Romero Charter Middle Assessments			
Type	Frequency	Grades/Content	Description
Local Core Assessments – iReady (State Board of Education-approved “state verified data source”)	3x per year	All grades, Reading and Math	Local assessments align to the standards covered and suggested pacing in each grade/content. These assessments provide important information to teachers for planning, instruction and supports for students in order to meet the Common Core State Standards. Assessment results are used to determine the necessary academic accelerations depending on the results indicating grade-level performance. Based on consistent, standards-based instruction, students are expected to meet individualized growth targets established based on the diagnostic which aligns to <i>iReady MyPath</i> .
Smarter Balanced (SBAC) Summative Assessments	1x per year	Grades 6-8 ELA and Math	Smarter Balanced Summative Assessments are comprehensive end of year assessments in English language arts/literacy (ELA) and Math that are aligned with the Common Core State Standards (CCSS) for English language arts/literacy (ELA) Mathematics. Students are expected to demonstrate growth towards grade-level CCSS with the goal of “meeting/exceeding” standards as the school seeks to close the distance from standard (DFS) schoolwide and for student groups.

California Adaptive Assessment (CAA)	1x per year	All grades, identified students only	Students with cognitive disabilities take the CAA Instead of the Smarter Balanced Summative Assessment. This test is modified to appropriately assess the ELA/Literacy and mathematics progress and performance of specific students designated to engage in a modified curriculum as specified in their IEP. Students are expected to demonstrate growth towards goals established in their IEPs.
California Science Assessment Test (CaST)	1x per year	Grade 8	California Next Generation Science Standards summative assessment is administered in the spring for grade 8 as part of the California Assessment of Student Performance and Progress (CAASPP). Students are expected to "meet/exceed standards" for the grade-level CAST. The school seeks to close the distance from standard (DFS) year over year both schoolwide and for student groups.
English Language Proficiency Assessments for California (ELPAC)	1x per year	English learners in all grade levels	ELPAC measures provides both initial and annual summative assessment of an English learner's proficiency in the domains of Reading, Writing, Listening and Speaking. For the Summative ELPAC, students are expected to demonstrate annual growth in English language mastery leading to reclassification.
Physical Education Test (PFT)	1x per year	Grade 7	Students in grades 7 participate in this State required assessment on basic components of California Physical Education Standards. Students are expected to demonstrate a healthy level of fitness over a series of physical activities appropriate for their age.

As an independent charter school, Monseñor tests independently of LAUSD. Assessments and standardized testing of students with disabilities are conducted using state and District guidelines for modifications and accommodations.

The local assessment structure includes, in addition to other standards-based and performance-based assessment tools, assessments in each of the core academic subjects, homework assignments, essays and projects, and teacher evaluation of in class performance. The aggregate results are periodically reviewed with the community to evaluate progress towards the measurable goals and terms outlined in the charter.

**Data Analysis and Reporting**

Ongoing data gathering and analysis guides and informs decisions for determining successful progress or the need for program adjustments.

Data Sources		
Data	Purpose	Frequency
Formal and informal classroom observations	To measure the effectiveness of instruction. Data is used to inform professional development needs and provide teachers with actionable feedback. Observations and coaching sessions are documented in an online portal and used throughout the year for instructional improvement.	Every other week
Classroom curriculum and instruction walk-throughs	To measure the degree of and consistency with which grade appropriate standards-based instruction is taking place. Data is used to identify trends to inform professional development and share best practices.	Multiple times a month
Student data and work analysis	To identify student misunderstandings and misconceptions. Data (publisher/teacher assessments, essays/writing tasks, etc.) is used to adjust scope/sequence, unit and lesson plans.	Ongoing as part of professional development
Analyzing the results of local and/or state assessments	To measure the degree to which students demonstrate growth towards meeting grade-level standards and/or state expectations for levels of standards mastery. Data is used to adjust instruction, determine needed accelerations and the overall instructional program.	Varies depending on assessment
Analyzing the results of parent and student surveys	To measure the degree to which parents and students are satisfied that our school is meeting their needs and addressing the goals of our charter.	Annual

Data gathered is used to measure progress towards stated goals and to determine the effectiveness of our instructional program. Monseñor regularly engages with educational partners regarding available data (local and state), to assess progress, programmatic needs, and annual development of the LCAP.

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

Monseñor issues student progress reports every five weeks based on our standards-based grading scale on which is used for all subjects. The grade report is based on multiple measures including teacher assessments, projects, and specific assessments to quantify student growth and performance. Student progress reports reflect their progress towards meeting state standards. Formative and summative assignments and assessments are used to determine student performance.

The Fall 20-Week Report Card and the Spring 18-Week Progress Report Card are used to determine eligibility in culmination events (please see the culmination section of this document for more information on eligibility for the culmination ceremony). Students and parents will be informed every grading period if the student is in danger of or is losing their extra-curricular and culmination participation opportunities via the grading period progress report.

Parents and students are informed of our policy before the year begins at grade-level orientations and in the school’s Student/Parent Handbook. Students/Parents sign off on the policy at the start of the academic year. Failure to sign the contract does not void this policy.

*Standards-Based Grading*

Monseñor believes that ALL students can learn and be successful with the appropriate supports to meet their individual educational needs. In alignment with that philosophy, the school uses “standards-based grading” system to reflect student content mastery of specific academic content standards based on their demonstration of learning (e.g., writing assignments, projects, assessments, etc.). Teachers employ the use of rubrics and success criteria when evaluating a student’s level of mastery.

Standards-Based Grading Scale		
Letter Grade	Average Ranges	Mastery Language/Performance
A+	3.81 – 4.00	Advanced
A	3.50 – 3.80	Early Advanced
A-	3.01 – 3.49	Nearly Advanced
B+	2.90 – 3.00	Independent
B	2.65 – 2.89	Early Independent
B-	2.50 – 2.64	Nearly Independent
C+	2.40 – 2.49	Developing
C	2.15 – 2.39	Early Developing
C-	2.00 – 2.14	Nearly Developing
NP	0 – 1.99	Emerging

Given the learning continuum, it is understood that students should be provided multiple opportunities to demonstrate mastery on sets of standards, including but not limited to, re-do assignments and reassessment.

*Retention*

If a student has not met the requirements to be promoted to the next grade level, he/she will be given the opportunity to make up missing work, and thus earn the chance to be promoted to the next grade level. All work must have received at least a grade of “C” or better in order to be accepted.

If a parent/guardian disagrees with the decision for a student to be retained, the parent/guardian may appeal the decision to the YPICS Board of Directors. The Board of Directors may choose to her the appeal as a whole or a subcommittee.

## Element 4 – Governance

*“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.” (Ed. Code § 47605(c)(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 not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Ed. Code § 47604.)

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 comply with the Ralph M. Brown Act (“Brown Act”). All meetings of the Charter School’s governing board shall be called, held and conducted in accordance with the terms and provisions of Education Code section 47604.1 and the Brown Act including, but not limited to, those related to meeting access and recording, notice, agenda preparation, posting and reporting.

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(c).

### **LEGAL AND POLICY COMPLIANCE**

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

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

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

The Charter School shall comply with Government Code Section 1090, et seq., as set forth in Education Code section 47604.1.

Charter School shall comply with the Political Reform Act of 1974. (Gov. Code § 81000 et seq.)

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

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

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

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

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

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

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

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

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

#### **RESPONDING TO INQUIRIES**

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

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

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

#### **NOTIFICATION OF THE DISTRICT**

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

#### **STUDENT RECORDS**

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

#### **PARENT ENGAGEMENT**

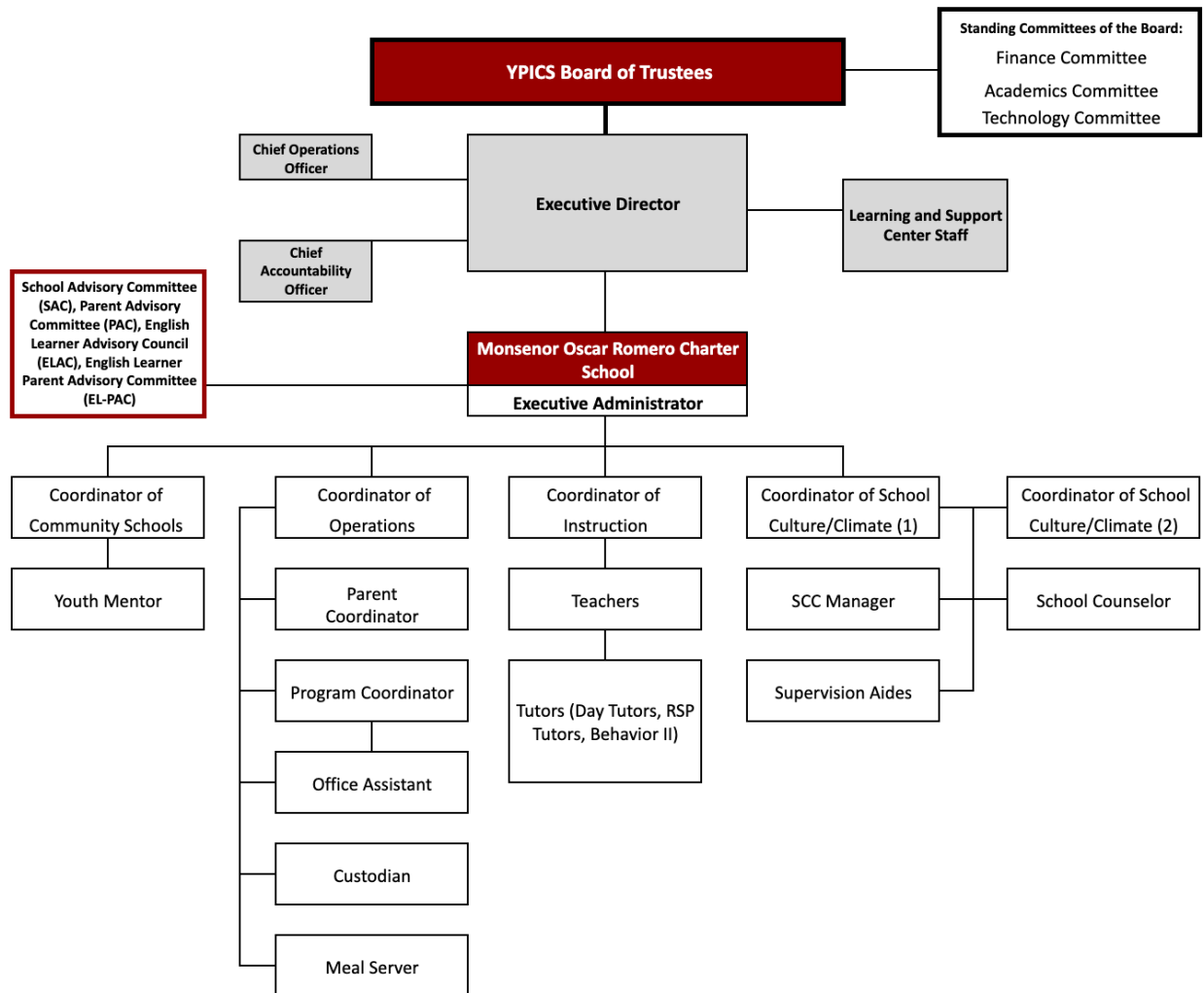
Charter School shall not require a parent or legal guardian of a prospective or enrolled student to perform volunteer service hours, or make payment of fees or other monies, goods, or services in lieu of performing volunteer service, as a condition of his/her child's admission, continued enrollment,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

The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. (Ed. Code § 47605(n).)

**FEDERAL PROGRAM COMPLIANCE**

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

**Governance Structure**



The organizational chart shows the relationship between the YPI Charter Schools, Inc.'s ("YPICs") governing board and the leadership of the school.



YPI Charter Schools, Inc., a nonprofit corporation, is submitting this renewal petition on behalf of Charter School. YPICS has assembled an impressive leadership team that has a clear vision and experience in public education, as well as critical operational and financial expertise.

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

The current local governing board members have expertise in finance, real estate, California higher education, K-12 leadership, state and federal programs and government. The Board will implement the selection process described in its Bylaws, including utilizing a nominating committee.

Board Trustees are recruited for specific areas of expertise that will complement the current board based. The Board will implement the selection process described in its Bylaws, including utilizing a nominating committee. Potential trustees complete a skills/expertise survey and are vetted to fill any open trustee seat. The Board of Trustees will vote to approve new board members. New board members with expertise in the fields of education, legal, finance, facilities, fundraising and Development, and community relations will be sought after. Potential board members must be willing to dedicate the time it requires to be fully prepared at each board meeting and must be able to attend the regular meetings scheduled during the year, as well as the willingness to fully participate on board committees to provide adequate oversight and support to the school. As defined in the bylaws, Trustee terms are two years in length.

### **Governing Procedures and Operations**

The YPI Charter Schools, Inc. Board of Trustees (“Board” or “YPICS Trustees”) in addition to holding the fiduciary responsibility for the organization and being the entity that manages the Charter School, shall provide external accountability, internal oversight, and leadership. The primary role of the YPI Charter Schools, Inc. Board is to govern Monseñor in a manner that will enable the school to achieve its mission as prescribed and permitted by its charter. The YPI Charter Schools, Inc. Board’s role is one of oversight of school management; specifically, oversight and management of the Executive Director, who supervises the Chiefs of Operations and Accountability.

Regular or special meetings of the Board shall be conducted within the jurisdictional boundaries of Los Angeles County. A two-way teleconference location shall be established at each schoolsite. Regular meetings of the Board shall be held on such dates and at such times as may be fixed by the Board. The agenda of the regular meeting shall adhere to the Brown Act.

Members of the Board may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Trustees shall participate in the teleconference meeting from locations within the boundaries of the County;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Trustees elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;

- d. All locations where a member of the Board of Trustees participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Trustees directly at each teleconference location; and
- f. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

YPICS Trustees believe that in order to lead well it is necessary for them to have the ability to govern effectively in the area of finance, governance, academic excellence, facilities and development. The following are key skills that are important and align with the following areas of board oversight:

Finance:

- CFO
- Accounting
- Financial policies and internal controls

Governance:

- Legal
- Prior governance experience
- Strength in cultivating new trustees

Academic Excellence

- Strong analysis skills\*
- Experience for managing for results

Development

- Individual donor cultivation experience\*
- PR & marketing\*
- Event Planning

Facilities

- Construction/Project Management\*
- Real Estate Finance\*
- Real Estate Law

Additionally, the following overall skills are also important for each trustee:

- Support the values, mission, and vision of the organization
- Lack of personal agenda
- Entrepreneurial spirit
- Enjoy group process
- Think critically and strategically

Items that have an asterisk (\*) are skills or experiences we believe are absolutely necessary for that committee or oversight area; items without an asterisk are "nice to have" or the need for them depending on current board goals.

### **Governance Board Decision-Making Process**

A majority of the Trustees then in office shall constitute a quorum. Every act or decision done or made by a majority of the Trustees present at a meeting duly held at which a quorum is present is an act of the YPI Charter Schools, Inc. Board of Trustees. When there is less than a quorum present at a noticed meeting, the Board will adjourn to a future date. The presence of a quorum is necessary to take action. (Govt. Code §§ 54952.6; 54955; 54955.1.) At this time, there are no enumerated guidelines for abstaining.

**Quorum:** A majority of Trustees with voting authority then in office constitutes a quorum of the Board of Trustees for the transaction of business, **Participation in meetings by Conference Telephone:** Trustees may participate in any meeting through the use of video or telephone conference equipment. These meetings will be held pursuant to the teleconferencing rules of the Brown Act.

### *Educational Partner Involvement*

Monseñor's decision-making process is one in which all educational partners are represented and is designed to:

- Ensure that all decisions regarding policy and practice made are focused to achieve the educational outcomes outlined in the Charter Petition.
- Ensure that all staff members are involved in the decision-making process.
- Ensure that parents, community members, and all school personnel are involved as active partners in the decision-making process.
- Ensure that decision-making process serves as a model of collaborative, consensus-building school culture.

YPI Charter Schools is founded on the principle of inclusiveness. Therefore, keeping with our themes of teamwork and unity, all engagement opportunities regarding decision-making will model a culture of consensus building that is strongly aligned with the vision and mission of Monseñor.

In reviewing new guidance from the California Department of Education regarding LEAs that use the Local Control and Accountability Plan (LCAP) as the Title I School Plan for Student Achievement (SPSA), charter schools are required to have two additional parent bodies (Parent Advisory Committee and English Learner Parent Advisory Committee) for review and feedback on the plan development.

The Parent Advisory Committee (PAC) will be composed of a self-selected majority of parents or legal guardians of currently enrolled students. The committee will include parents of students who are low income, English learners and foster youth and parents of students with disabilities.

As Monseñor has a School Advisory Committee (SAC) composed of parents, teachers, staff and the Executive Administrator, and has been delegated the authority over English Learner programs, the current SAC assumes the purview of the review and feedback in the development process of the LCAP, and provides final recommendation to the YPICS Board of Trustees for the approval of the plan. Per Ed Code requirements, students are also provided opportunities to provide input and feedback on the LCAP through the Leadership class, and through grade-level advisory courses.

These meetings are agendized as “SAC - PAC/EL-PAC” and follow all previously established guidelines for the operation of the School Advisory Committee. [Reference: California Department of Education, “LCFF Frequently Asked Questions” section entitled “Parent and Community Engagement”, <https://www.cde.ca.gov/fg/aa/lc/lcfffaq.asp#PCE> accessed on October 23, 2023.]

Parent meetings will be held regularly while school is in session or more frequently, if necessary, in order to facilitate the communication process between parents and the YPI Charter Schools, Inc. Board of Trustees.

Parents will be encouraged to serve on the School Advisory Committee (SAC). Parents will be consulted and advised regarding the school’s educational programs and student progress through meetings and informational bulletins on an ongoing basis. Monseñor will facilitate the dissemination of information on areas of specific interest to parents such as meetings via the school website calendar, automated calling system, parent portal of the SIS, backpack letters and event posters.

Monseñor will provide parent workshops and education classes, in English and Spanish language, at times that are conducive and suitable for both stay at home and working parents. Workshops may include the following:

- Monitoring Your Child's Use of the Internet
- Adolescent Psychology and Behavior
- Helping Your Child with Homework
- Helping in Planning Educational Family Outings
- Planning Your Child’s Educational Future (High School and College)
- College & Career Readiness

The content of these workshops will be designed to assist parents in the educational development of their children. Given the proper tools, parents will become active partners with the school in the education of their children. These workshops will help parents develop stronger connections to the school, to each other, and foster a supportive community.

#### *Staff involvement in Governance*

Both classified and certificated staff will have the opportunity to participate in the School Advisory Committee. This committee will provide a communication channel by which the Executive Administrator, the YPICS Executive Director, and the YPICS Board of Trustees will be informed of employee stakeholder inquiries, ideas, and concerns.

#### *Community Involvement in Governance*

Monseñor works closely with established community-based organizations in the Pico-Union and Koreatown neighborhoods in Los Angeles to ensure community participation and maximize the resources available to students and their families. The community-based organizations in the surrounding areas and other partnering stakeholders will work collaboratively in support of the Charter School. This includes colleges and universities partnerships, as well as partnerships with businesses that will support our students in their academic achievement as well as our college to career program.

## Element 5 – Employee Qualifications

*“The qualifications to be met by individuals to be employed by the charter school.” (Ed. Code § 47605(c)(5)(E).)*

### EQUAL EMPLOYMENT OPPORTUNITY

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

### ESEA/ESSA AND CREDENTIALING REQUIREMENTS

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

### Employee Positions and Qualifications

#### Executive Director

The Executive Director has primary responsibility for the strategic development, implementation, and management of all aspects of school performance and operations for the YPICS system of charter schools. Overseeing all aspects of the organization, from administration to fundraising the Executive Director will foster a collaborative and stimulating community culture for a diverse group of stakeholders including students, parents, faculty members. The Board of Trustees will select, hire, and evaluate the Executive Director.

The Executive Director communicates with internal and external parties regarding the school's mission, values and core beliefs. Further translate the school board's strategic vision into operational objectives. The Executive Director also serves as the educational leader through providing the effective management of teaching, data analysis, curriculum development and professional development programs. They guide and direct members of the administrative and office support teams by promoting high standards of excellence. The Executive Director supports and supervises Executive Administrators and Learning and Support Center staff.

The Executive Director ensures that school rules and policies are objectively and consistently implemented with integrity. The Executive Director promotes a healthy culture, positive learning environment and community-friendly atmosphere. The Executive Director is tasked with submitting mandatory reports to district, state and federal organizations. In addition, maintaining

professional relationships with external partners, government representatives and educational experts.

*Reports to:* YPICS Board of Trustees

*Essential duties and responsibilities:*

#### *Financial Responsibilities*

The Executive Director also provides leadership in fiscal management. The Executive Director develops budgets that adhere to District limitations, school resources and expected grant funds. In order to secure financial resources, the Executive Director establishes and cultivates relationships with state funding sources, advisory committees and local partnership groups. The Executive Director must identify adverse financial problems and submit actionable recommendations to the school board. The Executive Director ensures that the accounting system is clear, accurate and maintained in accordance with Generally Accepted Accounting Principles (GAAP).

Executive Director must ensure compliance with all legal contracts, government regulations and funding source agreements. In order to accomplish this, they establish and promote appropriate school financial policies and procedures. The Executive Director will strive to increase the school's development income, increase the number of grant applications and link financial visions with strategic planning and execution. As well as cultivate potential donors and implement fundraising programs that meet the school district's goals.

#### *Human Resource Management*

Executive Director has various human resource management duties. First, the Executive Director must ensure that job descriptions are developed and remain current for staff. These documents serve as the basis for personnel evaluations. Second, they provide recommendations regarding promotions, demotions, hiring, firing and salary changes for employees. They indirectly supervise and evaluate all administrative and instructional staff.

#### *Qualifications:*

- Have at least 12 years of executive leadership experience in public schools K-12
- Bachelor's degree required, Master's degree in school administration or relevant field preferred
- Expertise in curriculum design and evaluation,
- Experience as an administrator and teacher,
- Experience working in the charter school movement, and an interest, or associated work history, in facilities management.
- Develop an integrated curriculum and evaluation of educational program
- Develop a strategic facilities plan
- Develop a strategic operational plan
- Have direct oversight and supervision of the Learning and Support Center (LSC) staff, school site administrators and staff, recruitment and hiring
- Develop and implement a student recruitment/outreach plan.
- Develop a Community Relations Plan

- Report to the YPI Charter Schools, Inc. Board of Trustees on the progress of the school in achieving educational success once a month.
- Oversee the following efforts by others:
  - Educational Leadership
  - Finance
  - Facilities
  - Technology
  - Administration/Human Resources

Chief Operations Officer (Learning and Support Center)

To plan, coordinate, and supervise the operation of finance, facilities and operations, technology and food services in such a way as to enhance the morale of school personnel, promote the overall efficiency of the system of schools, and maximize the educational opportunities and benefits available to each individual child.

*Reports to:* The Executive Director

*Essential duties and responsibilities:*

- Supervise payroll ensuring the accuracy and integrity of all payroll functions.
- Supervise the food service, buildings & grounds and transportation programs to ensure fiscal efficiency, quality customer service, and compliance with all policies.
- Ensure administrative systems are contemporary and support the efficiency of administrative operations.
- Manage the physical plant maintenance needs at all sites.
- Manage the development of a long-term financial plan that highlights the financial needs of the organization and schools.
- Respond to inquiries from school site administrators concerning campus issues.
- Coordinate dissemination of information, policies, regulations, procedures, and reports to school site administrators.
- Conduct building inspections and classroom visitations to assess educational and operational effectiveness and assist school administrators to establish and maintain a productive learning and working environment.
- Facilitate the work of internal and external auditors
- Assist in developing and revising board policies and regulations of the organization and implements as appropriate.
- Oversee the maintenance of financial and records in compliance with the federal and state law and board policies.
- Ensure compliance with all federal and state regulations.
- Research business laws and regulations to implement procedures to maintain compliance with current legal requirements.
- Responsible for the organization and school safety plans and ensuring safety plans are current.
- Responsible for the development, implementation, and oversight of the annual district budget and any/all organizational grants.
- Responsible for implementing a budget development process that is transparent and done in collaboration with stakeholders.
- Responsible for other such duties as may be assigned by the Executive Director.

*Qualifications:*



- Master's degree in education and/or related field
- Strong understanding of best practices of school administration.
- Strong overall understanding of best practices of accounting, school district operations, and business office procedures.
- Effective communication and presentation skills
- Knowledge of governmental accounting procedures, budgeting requirements, payroll, school finance and capital projects.
- Ability to work harmoniously and effectively with a diversity of individuals including school personnel, parents, community members, business leaders, state education employees and legislative officials
- Strong contemporary technology skills
- Perform other such duties as may be assigned by the executive director

#### Chief Accountability Officer (Learning and Support Center)

The CAO leads the academic program and the implementation of a system of support for school leaders and teachers to maximize their impact on the developmental and academic success of our scholars. The CAO will ensure a strong culture for using data to inform instruction and develop pathways for teaching excellence to be celebrated and shared through a cohesive professional development system.

*Reports to:* The Executive Director

*Essential duties and responsibilities:*

#### *Design and development of the academic program*

- Implements the strategic vision for the network academic model, guided by YPICS's graduate profile, "deeper learning" pedagogies, and antiracist stance; incorporates evidence-based best practices; aligns curriculum, instruction, and assessments; meets state, federal, and college/career requirements; and meets the needs of all students
- Collaborates with the Executive Director to ensure the education model is sound and meets the diverse needs of students throughout the network
- With input from key stakeholders and in partnership with the Executive Administrators, develops network strategy for implementation of the academic model and resource allocation to achieve desired student outcomes
- Ensures that our academic model includes high expectations and an effective tiered system of supports to meet the needs of all students, including special populations (e.g., Special Education, English learners, and other groups)
- Promotes educational equity (equitable outcomes and processes) as a guiding principle across the entire school network, and ensures that equity is reflected in curriculum, instruction, and assessment systems
- Continually aligns and refines academic model and professional development to drive improvement and achieve desired student outcomes across school network
- Ensures academic team efforts are effectively building the capacity of teachers and leaders across the system to meet the needs of all students and create conditions for students to thrive, especially students who have historically been marginalized
- In partnership with the ED/COO, deploys resources and staff to support the instructional and overall needs of each school

*Principal support and coaching*

- Coaches school leaders on all academic facing work including academic programming, curriculum, instruction, and assessments
- Supports the culture of continuous improvement systems including establishing key priority indicators and setting high expectations and standards for quality teaching and learning that align with mission and organizational philosophy.
- Partners with the superintendent of schools to coach and support leadership teams in instruction, culture, and transformative leadership
- Defines and monitors key metrics to determine the success of school network and foster data-driven continuous improvement
- Ensures that students are regularly engaging in challenging, memorable, inquiry-based learning experiences, measured by the quality of student work that emerges from those experiences
- Fosters a collaborative and results driven culture across the network of schools
- Prepares academic alignment, and the instructional program and results information needed, for successful oversight, accreditation, LCAP development, and charter renewal processes (including WASC accreditation) in partnership with the senior leadership
- Lead the development of the charter petitions, and annual LCAPs
- Oversee the SARC development and submission for compliance alignment
- Lead Compliance Accountability (support academic and data teams)

#### *Senior leadership team member responsibilities*

- Collaborates with senior leadership team to establish and monitor academic organizational goals, objectives and strategic plans, exploring growth opportunities and identifying key risks and success factors
- Ensures that academic data is reported to state and federal agencies is accurately
- Partners with the COO to ensure that all state operational data is reported on state and federal platforms
- Develops external partnerships with educational organizations, non-profit partners, and universities
- Positively representing YPICS in the larger education reform movement
- Works with key partners in the development and revision of educational policies for recommendation to the Board

#### *Qualifications:*

- Minimum of five years as a successful administrator and five years supervising school leaders
- Master's in Education or a related field, or comparable management-level experience
- Administrative Services Credential
- Healthy blend of strategic, team, operational, and equity leadership
- Drive to succeed and achieve great results on behalf of students, especially those furthest from an opportunity
- Expert knowledge, understanding, and experience in developing equity-centered curricula, progressive instruction, project-based learning, and assessment systems, especially performance assessment systems
- Demonstrated track record for innovative teaching, especially in project-based or inquiry-based learning.
- Supervisory and leadership development experience with school leaders, instructional staff, and teacher leaders
- Successful record leading effective teams and individuals, managing organizational change, and initiating key innovations

- Experience and comfort in holding structured cross-race dialogues in teams about how dynamics of race, power, privilege, and microaggressions are playing out within teams
- Ability to connect with a diverse group of people and build strong relationships grounded in listening and high levels of challenge and support
- Experience and comfort with giving and receiving both positive and constructive feedback and track record of taking action and adapting style and processes based on the feedback
- Excellent written and verbal communication skills, including ability to convey complex information to a variety of audiences (e.g., large groups, staff meetings, senior leadership team meetings, public board meetings, memos)
- A strong analytic, performance management, accountability, and systems-thinking orientation necessary to inform strategy development and execution

### Director of Human Resources (Learning and Support Center)

Under the direction of the Executive Director, the Director of Human Resources provides oversight of all human resources, and compliance related items. The Director of Human Resources will work directly with other site administrators, staff, faculty, and YPICS staff to ensure excellence and compliance in all areas related to employment. The Director of Human resources serves as support for the operations team of all schools.

*Reports to:* The Executive Director

#### *Essential duties and responsibilities:*

**Human Resources Responsibilities:** The Executive Administrator serves as the on-site Human Resource representative or designee contact and is the first to respond to site- specific personnel issues:

#### *Health and safety of the workforce*

- Development of the Human Resources Department
- Development of an employee-oriented company culture that emphasizes quality, continuous improvement, key employee retention and development, and high performance.
- Addresses staff concerns and grievances
  - Approves all time off requests and monitors request balances using “time-off” calendar
  - Reviews all personnel payroll timesheets and ensures it is submitted to payroll in a timely manner

#### *Qualifications:*

- Bachelor’s degree in education and/or related field plus additional knowledge in computerized communications,
- Demonstrated social, communication and interpersonal skills.
- Successful organizational experience and/or community involvement.
- Demonstrated ability to function effectively in a diverse school community.
- Demonstrated aptitude or competence for assigned responsibilities.
- Strong public relations skills.
- Knowledge of or experience in establishing successful programs for parents.
- Ability to follow directions and work as a productive component of a highly functioning administrative team.

- Successful investigative experiences in Human Resources.
  - Skills to communicate, articulate, moderate, understand, command over language, mental ability, tact in dealing with people intelligently, ability to draft agreements, policies etc.
  - Possess learning and teaching skills as he/she has to learn and teach employees about the organizational growth, need for and mode of development of individuals etc.
  - Have the ability to discriminate between right and wrong, between the just and unjust, merit and demerit.
  - Execute the management's decisions regarding personnel issues with speed, accuracy and objectivity. They should also be able to streamline the office, set standards of performance, coordinate, control etc.
- Five years of Oversight experience of a School Food Authority
- Such alternatives to the above qualifications as the Board may find appropriate and acceptable.

#### Senior Director of Programs (Learning and Support Center)

Under the direction of the Chief Operations Officer, the Senior Director of Programs provides oversight of all, outreach, meal program, and compliance related items. The Senior Director of Programs will work directly with other site administrators, staff, faculty, and YPICS staff to ensure excellence and compliance in all areas related to programs. The Senior Director of Programs serves as support for the operations team of all YPI Charter Schools.

*Reports to:* The Chief Operations Officer

#### *Essential duties and responsibilities:*

##### *Meal Program:*

- Employs management techniques to maintain an effective and efficient Child Nutrition Program (CNP).
- Ensures CNP compliance with all local, state, and federal laws, regulations, and policies.
- Develops a long-range program for establishing professional status for the CNP's role in the education community.
- Triennial on site reviews from State.
- Establishes measurable financial objectives and goals for the CNP.
- Implements efficient management techniques to ensure all records and supporting documentation are maintained in accordance with local, state, and federal laws and Policies.
- Approve all direct certification, free, and reduced applications (and appropriate notification letters) along with yearly verification of applications.
- Monthly reporting to State for reimbursement.
- Obtain bids from vendors for the procurement of food, equipment and services needed for the department and make recommendations regarding which bids/proposals are in the overall best interest of YPICS.

##### *Parent Relations*

- Assist staff and Executive Administrators in planning and conducting workshops for parents and other interested community groups which address the needs of at promise students and their families

- Develop and co-ordinates programs that bridge and reduce the communication gap between home, school and community groups. Further ensuring information sent to parents is written clearly, grammar and spelling checked and understandable.
- Develop parent education training modules and activities that improve the social, emotional, academic and career attainment skills of students and families.
- Provide assistance to help parents understand the CA Common Core State Standards (CCSS) for English/language arts, Mathematics, English Language Development (ELD); Social Science, and Next Generation Science Standards (NGSS), California's Smarter Balance, state and local assessments, and assist families on how to monitor their children's progress.
- Assume other related responsibilities and duties within the context of the above performance responsibilities.

*Qualifications:*

- Bachelor's in education and/or related field degree plus additional knowledge in computerized communications,
- Demonstrated social, communication and interpersonal skills.
- Successful organizational experience and/or community involvement.
- Demonstrated ability to function effectively in a diverse school community.
- Demonstrated aptitude or competence for assigned responsibilities.
- Strong public relations skills.
- Knowledge of or experience in establishing successful programs for parents.
- Ability to follow directions and work as a productive component of a highly functioning administrative team.
- Skills to communicate, articulate, moderate, understand, command over language, mental ability, tact in dealing with people intelligently, ability to draft agreements, policies etc.
- Possess learning and teaching skills as he has to learn and teach employees about the organizational growth, need for and mode of development of individuals etc.
- Five years of Oversight experience of a School Food Authority

Director of Special Education (Learning and Support Center)

Working from the central office of YPI Charter Schools, the Director of Special Education, who reports to the Chief Operations Officer, will oversee all aspects of educational service delivery for students with special education needs. The Director will ensure that the school operates effectively and efficiently in compliance with all state and federal regulations. The Director must be knowledgeable of special education laws and regulations and effective instructional practices in special education. The Director must have supervisory experience, have demonstrated the ability to lead and manage a diverse team and be committed to the goals of the school.

The Director of Special Education will ensure that the Charter School is providing appropriate programs in the least restrictive environment for all students with special needs. The Director of Special Education will be responsible for leading and managing the pre-referral and IEP processes, maintaining student data, communicating with parents, locating and contracting with service providers, providing research-based educational programs and service that focus on student progress, and ensuring that the school operates in compliance with special education law and procedures at all times.

*Reports to:* The Chief Operations Officer

*Essential duties and responsibilities*

- Develop procedures, forms, and templates for the provision of all special education services;
- Provide ongoing professional training and coaching to special education teachers and school administrators;
- Recruit and select special services providers for school psychology, speech and language therapy, and other services;
- Ensure that all charter schools operated by YPI Charter Schools are in full compliance with federal and State special education laws;
- Ensure that student records and documentation for special education issues are accurate, timely, and meaningful.
- Direction and management of all special education programs and services to meet student needs
- Maintain resources and materials to support staff in the accomplishment of service delivery
- Assist Chief Operations Officer (COO) in preparing/maintaining special education budget
- Conduct professional development, training, and meetings for school leaders and staff to keep school site knowledgeable regarding current trends in special education
- Ensure compliance of with District, Modified Consent Decree, IDEA, and ADA regulations
- Research current topics in special education and disseminate information
- Prepare school for DVR and/or school site visits
- Act as a liaison between YPICS and LAUSD for issues related to special education
- Attend meetings at the district and/or community-based organization to coordinate services as necessary
- Meet with parents to resolve any disputes
- Schedule/coordinate/attend all IEP meetings
- Monitor delivery of service/compliance using LAUSD's Welligent system

*Requires knowledge of:*

- Best/current practices in special education
- Knowledge of formal/informal assessments
- Federal, State, and District Special Education Laws and/or policies
- Behavior/academic interventions
- Experience supervising a diverse team
- Excellent communication skills, both oral and written.
- Customer focused approach.
- Demonstrated ability to work well in a fast-paced environment.
- Technologically proficient (especially with Apple OS and Microsoft Office products).
- Occasional travel.

*Qualifications:*

- Bachelor's in Education and/or specific to Special Education
- Administration experience preferred
- Trained to administer Formal Assessments
- Four years' successful teaching or prior job-related experience with increasing levels of responsibilities in school setting.



- Excellent interpersonal skills, especially the ability to communicate and collaborate with children and young adults
- Demonstrated leadership capabilities
- Proven management and team building skills

Director/Coordinator of Technology and Integration (Learning and Support Center)

The job of Director of Technology and Integration implements YPICS' Instructional Technology plan; integrates technology into the curriculum and teaching practices; provides recommendations regarding potential software application purchases; monitors the effectiveness of technology instruction and provides technology training.

*Reports to:* The Chief Operations Officer

*Essential duties and responsibilities*

- Access to Devices and Programs
- Manage the Help Desk and allocate tickets to appropriate site technicians or vendors/consultants.
- Oversee and manage site technicians to ensure access to devices and programs.
- Establishes system-wide software and hardware standards, requirements and specifications.
- Evaluates hardware and software for classroom or administrative needs.
- Develops, manages, and evaluates technology budgets.
- Review and approve all system technology purchases to assure compatibility.
- Prepares proposals and solicits bids for technology needs.
- Manage vendor and consultant relationships, including maintenance; hardware and software upgrades, and ongoing development work with the systems and users.
- Reviews reports of computer and peripheral equipment use, malfunction, and maintenance to ascertain costs and plan operating changes.
- Requisitions new materials, maintenance supplies, and other miscellaneous items needed by the school(s).
- Requisitions maintenance and repair parts for school equipment.
- Assists staff to diagnose and solve computer equipment problems.
- Maintain an inventory of technology in the organization.
- Supervise the installation of computers and related equipment throughout YPICS.
- Work with the Executive Director, Chief Operations Officer, Instruction Directors, and Administrative Assistants, in the long-range planning, facilities design, school construction issues, and budgeting with regards to technology.
- Troubleshoot and repair computer hardware and software when appropriate.
- Remains current on new developments in the areas of software, hardware, networks, telecommunications, training and maintenance.
- Maintain district student information system.
- Collaborates with Executive Administrator and Director or Coordinator of Instruction to purchase, manage, and implement school adopted technology programs (Success for All strategies, iReady, etc.)
- Collaborates with Executive Administrator and Director or Coordinator of Instruction to ensure success for one-to-one Chromebook program.
- Collaborate with Senior Director of Programs and Coordinator of Compliance to meet all deadlines for state and district reporting.

- Conduct needs assessments to identify YPICS teaching staff technology training needs related to the implementation of state and national education standards and school initiatives.
- Create and maintain online technology training resources for YPICS staff.
- Collaborate with Executive Administrator and Director or Coordinator of Instruction to assist teachers through peer coaching, classroom observations, and feedback on effective instructional technology teaching strategies, lesson design and co- planning lessons in instructional technology.
- Collaborate with Senior Director of Programs, Executive Administrators, and Director or Coordinator of Operations to plan and facilitate parent instructional technology education courses.
- Collaborate with the YPICS Executive Team to contribute to the development, communication, and implementation of a shared vision for the comprehensive use of technology to support a digital-age education for all students.
- Collaborate with Executive Administrator, Director or Coordinator of School Culture and Climate, and Director or Coordinator of Instruction to train on effective classroom management and collaborative learning strategies to maximize teacher and student use of digital tools and resources and access to technology-rich learning environments.
- Engage in continual learning to deepen content and pedagogical knowledge in technology integration and current and emerging technologies necessary to effectively implement state and national education standards.
- Researches, networks with and promotes external staff development opportunities.

*Requires knowledge of:*

- The implementation of current trends in educational technology and innovative classroom pedagogy.
- How to use multimedia equipment and applications, basic software applications and common operating systems including the Google Suite for Education platform, Infinite Campus Student Information System, and Adobe Suite to support learning.
- Project management skills planning, organizing and directing the Technology Department with current and new technologies
- Demonstrate a working knowledge of hardware components and their functions.
- Knowledge of Education Code, Board of Trustees goals and objectives, YPICS policies and procedures, organizational structure and functions, and negotiated contracts.
- Knowledge of effective administrative and managerial practices and ability to implement them.
- Knowledge of and skill in budget preparation and control.

*Requires ability to:*

- Advocate for policies, procedures, programs, and funding strategies to support implementation of the shared vision represented in the school and district technology plans and guidelines
- Contribute to the development, communication, and implementation of a shared vision for the comprehensive use of technology to support a digital-age education for all students
- Regularly evaluate and reflect on their professional practice and dispositions to improve and strengthen their ability to effectively model and facilitate technology enhanced learning experiences
- Approach challenges with divergent, innovative ideas



- Demonstrate lifelong learning by staying up to date on current trends in educational technology.
- Assess and analyze user needs and recommend hardware/software solutions
- Troubleshoot technology and network availability issues.
- Communicate effectively with students, parents, peers, other YPI Charter School personnel, and community representatives, both individually and as a group.
- Establish and maintain effective working relationships.
- Have excellent organization and training skills.
- Plan, analyze, and coordinate activities and establish priorities.
- Mobility to traverse all areas of the work site.
- Travel to other sites/locations.

*Qualifications:*

One of the following California credentials or credential combinations authorizing K- 12 service must be on file with Youth Policy Institute Charter Schools

- Administrative Services Credential (or Certificate of Eligibility)
- Elementary and/or secondary level teaching credential
- At least four school years of successful full-time service in a public school certificated position(s), no fewer than three years of which must have been in teaching service.
- At least two years of public school certificated service directly related to an instructional program.
- At least one year of verifiable experience in a non-classroom leadership position such as a coordinator, instructional coach, etc.
- Experience in using state of the art technology, and demonstrated success in preparing and delivering workshops or formal presentations.
- An earned master's degree or advanced degree of at least equivalent standard from an accredited college or university.
- Obtain AWS Foundational Certification (i.e., Cloud Practitioner)

Executive Administrator

Under the direction of the Executive Director, the Executive Administrator (EA) provides oversight of all school functions including all academic, operational, and cultural elements. The EA will work directly with the other site administrators; staff, faculty, and YPICS staff to ensure excellence and compliance in all areas. The EA serves as the educational leader and chief executive responsible for the overall instructional program and operations of the school promoting effective relationships between the Charter School community.

*Reports to:* Executive Director and the Board of Trustees

*Essential duties and responsibilities:*

*Educational Leadership*

- Determine objectives and identify Charter School's needs for developing short and long-term plans for the Charter School.
- Implements school programs:
  - Success for All strategies
  - iReady

- Standards-based instruction using CA Common Core State Standards (CCSS) for English/Language Arts, Mathematics, English Language development (ELD); Social Science, Next Generation Science Standards (NGSS)
- Analyze and interpret student achievement data results from Smarter Balanced, internal formative and benchmarks assessment outcomes in relationship to curriculum and provides guidance, coaching and feedback to teachers.
- Works with administrative team to provide effective staff development that complements instructional program objectives.

### *Communication*

- Works to gain a thorough knowledge of the Charter School community
- Cooperates with community groups to support students and families
- Manages and oversees school to home communications including report cards, attendance notifications, and event communication
- Manages and oversees Charter School's communication with Prop. 39 home school administration and LAUSD, as needed.
- Builds relationships with and continually communicates pertinent information to site staff and faculty.

### *Management and Oversight*

- Serves as a member of the organization's executive management team
- Responsible for the operational effectiveness of the Charter School work with the team.
- Serves as first contact for Prop. 39 home Charter School administration.
- Plans, supervises, and directs the business operation of the Charter School in accordance with YPICS policy and procedures as well as those of LAUSD when applicable.
- Oversees development of Charter School plans and organizational procedures for the health, safety, discipline, and conduct of the students.
- Coordinates with Director or Coordinator of School Climate and Culture on-campus Safety Plan along with the LAUSD Principal.
- Oversees the academic program of the Charter School and coordinates academic calendar including bell schedules.
- Manages the on-site leadership/administration team and all staff members in the chain of command.
- Oversees implementation of all site grants and collaborates with grant staff for overall program effectiveness.
- Manages implementation of all Charter School policies and procedures.
- Oversees teacher educational coaching.
- Oversees all staff professional development and follow up support.
- Works with site administrative team to address parent and student concerns.
- Member of the Multi-Tiered System of Support (MTSS) Team.
- Supports and creates a data-driven culture.
- Leads administrative meetings including site admin, leadership, and YPICS meetings. Responsible for implementation of school petition; which includes revisions and changes per legal changes (i.e., LCAP, EL Master Plan, Employee Handbook and Parent-Student Handbook).
- Supervises and oversees performance evaluations of all personnel supervised.
- Oversees student services, including counseling and discipline.

- Collaborates with Coordinator of instruction for oversight of teacher/staff committees.

#### *Human Resources*

The EA with assistance serves as the on-site HR contact and is the first to respond to site-specific personnel issues:

- Supervises the maintenance of personnel files.
- Addresses staff concerns and grievances.
- Approves all time off requests and monitors request balances using “time-off” calendar.
- Reviews all personnel timesheets and ensures it is submitted to payroll in a timely manner.

#### *School Safety Plan Responsibilities:*

- Serves as Incident Commander and ensures school-wide participation in the School Safety Plan.
- Oversees school Safety Plan in accordance with site and LAUSD district policy

#### *Budget Responsibilities:*

- Manages overall budget, spending and expenditure tracking for the Charter School.
- Train and oversee directors in budget management and tracking.

#### *Qualifications:*

##### Experience Required

- Six years teaching experience in grades 6-8
- Three years of experience as a site-level or central administrator

##### Education Required

- Master’s Degree in an Educational, Business or Government Related Field (7-10 years of extensive leadership managing teams will also be considered)
- Enrolled in program leading to a California Preliminary Administrative Credential (or successful passage of the California Preliminary Administrative Credential Examination) with two years of accepting the assignment

##### Credential

- Valid California Clear Teaching Credential
- California Preliminary Administrative Credential (within two years of accepting the role)

#### Director/Coordinator of Instruction\*

The Coordinator of Instruction provides oversight of all academic functions with a focus on academic achievement, including but not limited to teachers’ professional development, coaching and support; the school’s academic reporting and data management systems; and the schools local and state assessment programs.

*Reports to:* Executive Administrator

*Essential duties and responsibilities:*

### *Professional Development, Coaching and Instructional Support*

- Demonstrates and maintains high standards of excellence in the area of student achievement
- Oversees the focus and implementation of professional development to enhance instructional practices to improve student achievement
- Provides supervision and guidance for academic staff in instructional practices aligned to the charter petition through data, classroom observations, and ongoing feedback and support
- Support teachers in the implementation of school outcomes (CRACLL), hallmarks (blended-learning, project-based learning, service-learning, & parent engagement), school instructional plan and school policies
- Facilitates the use of school resources to improve the academic achievement of all students with the support of the Executive Administrator
- Maintains teacher effectiveness platform

### *Instructional Program*

- Oversees specialized learning programs, including Special Education and English Language Development (including the reclassification process), with the support of the Executive Administrator
- Standards-based instruction using CA Common Core State Standards (CCSS) for English/Language Arts, Mathematics, English Language development (ELD); Social Science, Next Generation Science Standards (NGSS)
- Oversees and monitors the administration, data analysis, and review of periodic performance and quarterly assessments with support from the site Executive Administrator
- Monitors progress by grade levels and school-wide accomplishments and identifies areas needing improvement.
- Oversees and monitors the grading process every five weeks, including grade submission, accuracy, and data processing.
- Monitors instructional components of student informational systems for data validity; Maintains accurate academic data in school platforms
- Designs academic schedules, including master, student, and bell schedules, with support from the site Executive Administrator
- Supports academic accelerations and support programs for students including before/after school, winter, spring, and summer programs.
- Supports with California Statewide Assignment Accountability System (CalSAAS) in collaboration with the Executive Administrator and YPICS Human Resources
- Supports the California Longitudinal Pupil Achievement Data System (CALPADS), including ELD processes and CalSAAS alignment in collaboration with the Executive Administrator and Compliance Coordinator

### *Administrative Team Member*

Serves as a member of the administrative team to oversee daily functions of the school site. The administrative team supports the following:

- Implementation of charter petition and YPICS policies and procedures, including administrative regulations and employee and parent/student handbooks
- Focus on Continuous School Improvement focused on academics
- Collection of data to drive data-based decision-making culture
- Multi-Tiered System of Support Team Member focused on academics

- Implementation of Comprehensive School Safety Plan (CSSP)
- Addresses parent and student concerns within the scope of the role; redirects where appropriate
- Communicate with all school educational partners
- Participates in administrative meetings, including site administration, site leadership, and YPICS meetings; Present information at and represent the school at school advisory meetings, Cafe con Los Directores, other guardian and community meetings
- attends IEP meetings as necessary.
- Monitor staff attendance

*Requires knowledge of:*

1. Professional growth appropriate for administrators and ability to recognize the effect of proposed or new local or state requirements on secondary educational instructional program.
2. Evidence of educational leadership at the secondary level, including ability to:
  - a. Promote and provide opportunities for recognition, development, and leadership among students and colleagues; and
  - b. Project-based learning, service learning, technology integration, PBIS, MTSS
  - c. Work cooperatively with students, parents, school and administrative personnel, and representatives of community organizations or agencies.
  - d. Understanding of, and sensitivity to, the needs of the various cultural and ethnic groups comprising the Los Angeles community; knowledge of YPI Charter Schools' resources relating to multicultural development and instructional materials.
  - e. Knowledge of YPI Charter School policies and procedures, Education Code, Board Rules, goals and objectives, organizational structure and functions, and negotiated contracts
  - f. Knowledge of effective administrative and managerial practices and ability to implement them
  - g. Knowledge of and skill in budget controls and tracking

*Requires the ability to:*

1. Lead, direct, and supervise fellow workers in education on a democratic basis, including:
  - a. Appropriate, culturally sensitive and professional interactions in dealing with students, teachers, administrators, and the public;
  - b. Ability to understand and respect for divergent viewpoints of personnel involved in the educational program;
  - c. Recognition that differences in background present an educational challenge toward improving working relationships;
  - d. Ability to recognize, apply, and credit ideas of others.
2. Have leadership skills in facilitating group processes, including consensus building and conflict resolution to guide individuals and groups toward task accomplishment.
3. Establish and maintain effective working relationships.
4. Communicate verbally and in writing effectively with students, parents, school personnel, and community representatives, both individually and as a group.
5. Observe and evaluate subordinates' activities.
6. Have excellent organization and training skills.
7. Problem-solve and make effective decisions.
8. Plan, analyze, and coordinate activities and establish priorities.

9. Mobility to traverse all work site areas and travel to other sites/locations.

*Qualifications:*

**Experience Required**

1. At least six school years of successful full-time service in a public school certificated position(s), no fewer than four years of which must have been in teaching service.
2. At least two years of verifiable experience in a non-classroom leadership position such as a coordinator, instructional coach, etc.

**Education Required**

1. Master's degree or advanced degree of at least equivalent standard from an accredited college or university.
2. At least two-semester units each (six-semester units total), or the equivalent of coursework in culture, language, and methodology to meet the requirements of the school's plan for English Language Learners.

**Credential:** Valid California Clear Teaching Credential (Multiple Subjects or Single Subject)

**Director/Coordinator of Operations\***

Under the direct supervision of the Executive Administrator, the Director/Coordinator of Operations provides oversight of all school operations and functions including but not limited to student outreach and enrollment, parent engagement, meal program, facilities management, operational compliance, student records, and non-academic reporting, and attendance.

*Reports to:* Executive Administrator

*Essential duties and responsibilities:*

*School Operations*

- Manage all non-academic reporting and work with Coordinator of Compliance including CALPADS and Civil Rights Data Collection
- Attendance
  - Manage implementation of YPICS attendance policy
  - Meets with parent to encourage regular school attendance
- Manage office staff and parent coordinator
- Manage school calendar
- Manage school mailing including report cards and testing data
- Ensure translation of school documents
- Manage communication to families and community (fliers and letters)
- Manage Meal Program and support with school food orders

*Outreach and Enrollment*

- Oversight of enrollment process including recruitment, retention, and data collection
- Manage publicity of school, parent and student events
- Represent the school at community functions
- Attend community meetings and events
- Build relationships with community organizations to address school needs
- Engage Executive Team in relevant events and meetings

### *Parent Involvement*

- Manage staff appreciation activities with the Director of Instruction
- Serve as Parent Liaison (respond to parent concerns, set up parent-teacher meetings, etc.)
- Supervise parent programs including Parent Advisory and Café con Los Directores meetings
- Manage and implement other parent support and education services as needed
- Supervise and support parent volunteers including tracking volunteer hours
- Manage Parent Conferences and Back-to-School Night
- Oversee Culmination event coordination.

### *Budget*

- Manage parent account including following YPICS fiscal policy
- Manage budget and inventory for office and basic school supplies/budget/donations and inventory
- Manage budget for uniforms and coordinate uniform distribution and inventory

### *Facilities Management*

- Manages Custodial services for daytime, night time, and special events.
- Manages vendor repairs
- Supervises, custodial staff
- Manages equipment, and furniture inventory systems

### *Grant Management*

- Manage related grant programs and staff with Executive Administrator
- Meet with Grant Program Directors to review grant budgets and grant goals/outcomes with executive administrator

### *Site Administrator*

Serves as a member of the administration team to oversee daily functions of the school site. As a member of the administration team, the D/CoO supports the following:

- Manages implementation of school policies and procedures
- Conducts student supervision and discipline
- Coaches and supports faculty and staff with parent engagement
- Addresses parent and student concerns
- Communicates with all school stakeholders
- Facilitates school safety plan implementation
- Supports a data-driven culture via attendance data.
- Participates in the Multi-Tiered System of Support Team
- Participates in administrative meetings including site administration, leadership, and YPICS meetings
- Responsible for implementation of charter school petition, employee handbook, parent/student handbook

### *Requirements:*



- Strong leadership abilities, including management, communication, and collaboration skills
- Knowledge of Federal, State, and Local school based compliance reports.
- Understanding of grant management and budgets.
- Understand community needs including teachers, staff, students, and parents.
- Knowledge of school programs, curriculum, and extracurricular activities.
- Bilingual preferred
- Strong skills, including public speaking
- Ability to work with and support teacher needs
- Excellent organization skills

*Education and qualifications:*

- Bachelor's degree and/or 7 to 10 years in the field of education
- 5 years of experience working with parent engagement
- 3 years of supervisory and management experience

Director/Coordinator of Culture & Climate\*

The Administrator of School Culture and Climate (SCC) will oversee all disciplinary issues and ensure that all students are provided necessary support on a safe and secure campus.

*Reports to:* Executive Administrator

*Essential duties and responsibilities:*

*School Climate*

Responsible for the implementation of the Discipline Foundation Policy through the use of Positive Behavior Interventions and Supports and Restorative Practices (PBIS/RP), including leading the PBIS Tier I team to ensure PBIS implementation fidelity (TFI)

- Manage the implementation of the YPICS Discipline Code, including response to students' undesired behavior and communication with guardian(s) (e.g., office discipline referrals (ODR), make-up time, reflection days, restorative conversations, and suspensions)
- Manages the use of school-wide behavior expectations and positive behavior reinforcement programs.
- Maintains discipline data in the SIS platform for monthly PBIS data analysis and reports, LAUSD and CALPADS suspension/expulsion reports, and federal Civil Rights Data Collection report (CRDC)
- Provides professional development and coaching support to staff on PBIS Tier I practices and how to respond to behavior.
- Supports Coordinator of Community Schools with Check In/Check Out Program (CICO) and the development/ implementation of individual student behavior plans as part of the MTSS Team
- Schedule and oversee restorative conversations between and with staff, students, and guardians

*School Culture*

- Coordinate and monitor social skills curriculum and conflict resolution
- Develops programs to promote/incentivize positive student behavior, including student activities (social and college-going culture), college/career guest speakers, sports



competitions, non-academic field trips, and student assemblies; Manage the Student Leadership Advisor and Athletic Director

- Plans staff culture and team-building events.

#### *School Safety*

- Facilitates Comprehensive School Safety Plan implementation and annual review; Ensures all classrooms are equipped with required emergency supplies and materials (e.g., current student rosters, egress maps, safety backpacks, site supplies)
- Provides staff training on Comprehensive School Safety Plan (CSSP), including emergency preparedness activities and responsibilities; maintains accurate documentation/resources.
- Oversees the Active Supervision Plan for the school and manages supervision staff for all school functions
- Organize safety assemblies based on school data/needs.

#### *Academic Program*

- Monitor student eligibility for extracurricular activities (student activities and sports program) and culmination and at grade marking periods
- Serve as the Technology Liaison for the school site and with the YPICS Technology Team

#### *Administrative Team Member*

Serves as a member of the administrative team to oversee daily functions of the school site. The administrative team supports the following:

- Implementation of charter petition and YPICS policies and procedures, including administrative regulations, and employee and parent/student handbooks
- Focus on Continuous School Improvement focused on school culture & climate
- Collection of data to drive data-based decision-making culture
- Multi-Tiered System of Support Team Member focused on (Behavior) (Tier 1 focus)
- Implementation of a Comprehensive School Safety Plan (CSSP) including supervision of students
- Addresses parent and student concerns within the scope of the role; redirects where appropriate
- Communicate with all school educational partners
- Participates in administrative meetings, including site administration, site leadership, and YPICS meetings; Present information at and represent the school at school advisory meetings, Cafe con Los Directores, and other guardian and community meetings
- attends IEP meetings as necessary.
- Monitor staff attendance

#### *Requires knowledge of:*

- California Education Code (48915, 47605(c)(5)(F), 32282(a)(2)(A)-(J), 44691, 49423, 49414, 4119.2, 49475, 35179.4, 35179.6, 49060, 49381, 35292.6, 32283.5(a), 218, 49452.7, 49390-49395, AB 2246 (2016), and AB 1767) and the Discipline Foundation Policy
- Positive Behavior Interventions and Supports (PBIS), Restorative Practices (RP), Non-Violent Crisis Intervention, and Active Supervision
- YPI Charter School policies and procedures, goals and objectives, and organizational structure and functions
- Professional growth appropriate for administrators and ability to recognize the effect of proposed or new local or state requirements on secondary educational program.

- Students' rights including search and seizure laws (reasonable suspicion) and State laws on Child Abuse and Neglect
- Event management and planning

*Requires ability to:*

- Lead, direct, and supervise fellow workers in education on a democratic basis, including:
  - Sensitivity to what is appropriate in dealing with students, teachers, administrators, and the public;
  - Ability to understand and make provision for divergent viewpoints of personnel involved in the total educational program;
  - Ability to recognize, use, and credit ideas of others;
  - Recognition that differences in background present an educational challenge toward improving working relationships.
- Facilitate group processes, including consensus building and conflict resolution, to guide individuals and groups toward task accomplishment.
- Establish and maintain effective working relationships.
- Collaborate and communicate effectively with individuals and groups of varied cultural and educational backgrounds, both verbally and in writing (students, guardians, school personnel, and community representatives)
- Observe, coach, and evaluate subordinates to increase effectiveness.
- Problem-solve and make effective decisions.
- Plan, analyze, and coordinate activities and establish priorities.
- Mobility to traverse all work site areas and travel to other sites/locations.
- Provide fair disciplinary procedures to all students according to the California Education Code and the Discipline Foundation Policy.
- Maintain a safe and secure campus.
- Keep and maintain accurate records.
- Meet deadlines
- Promote and provide recognition, development, and leadership opportunities among students and colleagues.

*Qualifications:*

Experience

- At least five years of successful full-time service in a public school position or community program setting
- Documented experience managing and planning student events and activities

Education

- Bachelor's Degree in education and/or related field
- Graduate degree in education and/or related field preferred
- Elementary and/or secondary-level teaching credential preferred
- Administrative Services Credential (or Certificate of Eligibility) preferred
- Bilingual (English/Spanish) is highly desirable

\*NOTE: The administrator roles of Instruction, Operations, and Culture & Climate are denoted as "Director/Coordinator" to provide a meaningful career growth pathway for increasing leadership responsibility. Coordinator positions allow for growth into the Director-level position.

### Coordinator of Community Schools

The Community School Coordinator will work closely with local schools, community-based organizations, elected officials, and community leaders and residents. Will coordinate and implement collaborative solutions to meet student and community needs. Ensure clear communication and alignment amongst all stakeholders and work collaboratively across school sites in order to improve coordination of grants, programs, and services. In addition, they will serve as an integral member of the school leadership team, and support with coordination of programs and services to improve academic and social-emotional outcomes for students. They will monitor program quality, and impact by using a data and results-driven approach, ensure compliance with all agency and funding regulations, as well as tracking achievement of strategic plan objectives.

#### *Responsibilities*

- Establish strong, productive, and trusting relationships with administrative team, school personnel, learning and support center staff, students and community
- Conduct annual needs assessment in order to seek input on needs and address barriers to learning, equity and inclusion
- Identify and organize existing services on campus and integrate additional services
- Manage day-to-day operations of the Community Schools model, including managing partnerships, site plans, and coordinating resources as well as evaluating the effectiveness of programs and strategies
- Manage the Multi-Tiered System of Supports (MTSS) for Tier II & III students
- Serves as the secondary liaison for McKinney-Vento
- Act as the liaison between school administration, key stakeholders, staff, students and community
- Organize and attend various school meetings and other outreach and grant related events (program culminations, press events, open houses, community events, etc.)
- Represent the school in community meetings and events including but not limited to diversity, social-emotional initiatives, homelessness, community school improvement meetings, etc.
- Effectively communicate program goals, logistics, requirements, and needs with all stakeholders: YPICS departments, school site staff and administrators, community partners, parents, and students
- Collaborate with other coordinators to publish monthly (programs, workshops, special events).
- Be familiar with all subcontracted partner MOUs and oversee successful implementation of services.
- Coordinate and facilitate monthly collaborative meetings with YPICS staff, school personnel and community partners to align programming to grant outcomes.
- Analyze performance measures, school results data (internal and external) and/or program quality to determine the successful implementation of programs and meet program outcomes
- Ensure that transformative progress is made towards meeting grant indicators and objectives and supports the academic, post-secondary, and enrichment goals of students
- Develop, implement, and maintain a process that promotes referrals to programs and services offered at the school and local community centers

- Coordinate the collection and input of evaluation data used to measure ongoing program effectiveness of services and program outcome measures
- Manage internal data collection system, files and track documentation for accountability with grantors
- Develop, manage, and coordinate documents needed for internal and external program audits and compliance requirements
- Ensure the timely submission of all required reports and supporting materials
- May be responsible for supervision of on-site staff members and conduct annual staff performance evaluation (if applicable)
- Effectively lead and coach a team of high-quality staff to meet program and grant compliance goals
- Maintain and manage documentation relating to staff performance issues; provide guidance to staff as needed
- Develops appropriate drug and alcohol intervention strategies

*Qualifications:*

- Bachelor degree in education, social work, public health, or related field
- Five years minimum experience in community, social/human service, public school system and/or volunteer work. Commensurate work experience in community development, education, social/human service, public school system and/or volunteer work field may substitute for education requirement
- Master's degree in education, social work, public health, or related field preferred
- At least three years of experience in a supervisory/management-level position; operating one or more programs in a non-profit, education or school environment
- Proven track record in achieving results in working in youth development, academic enrichment and/or family support programs. 2-3 years minimum experience collecting, inputting and analyzing qualitative and quantitative data to drive program results, strongly preferred
- Broad understanding of current research, trends, and highlights from the field related to State Standards, targeted intervention, Linked Learning Pathways and blended learning implementation in schools; Broad understanding of cradle-to-college-and-career models
- Ability to keep up-to-date technologically and apply new knowledge to your job, includes adapting to and mastering new system applications and processes
- Experience working with and leading community partnerships; Ability to work with various stakeholders such as administrators, teachers, parents and students
- Strong verbal and written communication skills
- Self-starter, organized and detail-oriented. Ability to effectively work both independently and in a team environment
- Ability to exercise discretion and independent judgment
- Ability to multitask, meet strict deadlines and work under pressure
- Experience working with individuals of diverse cultural backgrounds
- Familiarity working with similar population as service area
- Bilingual Spanish and English, strongly preferred
- Must be able to work a flexible work schedule (some weekends, some evenings required)
- Strong computer skills and a complete knowledge of Google Applications Suite and Microsoft Office
- Strong understanding of program logic models
- Experience developing and facilitating asset and needs assessment
- Professional demeanor and strong interpersonal skills
- Must practice COVID safety protocols and adhere to YPICS vaccination policy

- Must pass a criminal background check (Live Scan Fingerprinting), with both the Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI), prior to beginning employment.
- Must present proof of negative Tuberculosis skin test (Mantoux) prior to beginning employment dated within 60 days.
- Must have access to reliable transportation to travel to off-site meetings and trainings. If applicable, will be required to provide proof of current California driver license, acceptable driving record (current DMV H6 printout), and current liability auto insurance

### Teachers

A teacher's job is to assure that all students learn the basic and essential skills at each grade level.

*Responsibilities include:*

#### *Instructional Practices*

- Plans and implements a program of instruction that adheres to the organization's philosophy, goals and objectives as outlined in the Charter School Petition., and by the Director of Instruction, and the Executive Director.
- Ensures the implementation of instruction which focus on interdisciplinary, project-based learning culminating in —capstone exhibitions, Common Core State Standards (CCSS) for English/Language Arts, Mathematics, English Language development (ELD); Social Science, Next Generation Science Standards (NGSS) curriculum.
- Plans, consults, and collaborates with Education Specialist(s) to provide academic accommodations for all students' learning styles and needs

#### *Integrates technology and service learning into instruction*

- Makes purposeful and appropriate lesson plans that provide for effective teaching strategies and maximize time on task.
- Plans and implements a program of study designed to meet individual needs of students.
- Creates a classroom environment conducive to learning by employing a variety of appropriate teaching strategies, which include strategies learned from Relay Training, iReady Reading and Math and Acceleration Training, Success for All (SfA), Culturally Relevant & Responsive Education, Thinking Maps, and Critical Friends Groups (CFG), and successful strategies.
- Encourage student enthusiasm for the learning process and the development of good study habits.
- Maintains organized and appropriate records for students- cumulative record, grading, portfolios, and files.
- Provides progress and interim reports as required.
- Administers all assessments as prescribed by the Charter School's curricular programs, and subject areas.
- Prepares substitute folder containing appropriate information as required by the Instructional Administrator(s).
- Plans and prescribes purposeful assignments for paraprofessionals, tutors and volunteers as needed.
- Recognizes learning problems and makes referrals as appropriate.

- Demonstrates a strong grasp of subject matter.
- Uses effective oral and written expression.

Other duties as assigned by the Executive Administrator or the Executive Director.

#### *Curriculum Development*

- Keeps current in subject matter knowledge and learning theory and is willing to share this knowledge for continual improvement of the school's curriculum.
- Assists on the ongoing curriculum revision process, including the revision of written pacing schedules.
- Becomes acquainted with supplemental services beneficial to students as an extension of regular classroom activities.

#### *Classroom/School-Wide Management*

- Leads a student advisory group.
- Develops, in accordance with the charter school's guidelines, reasonable rules of classroom behavior and appropriate techniques that are consistently applied.
- Takes necessary and reasonable precautions to protect students, equipment, materials and facilities.
- Shares responsibility during the school day for the supervision of students in all areas of the Charter School.
- Provides for the supervision of assigned students when circumstances require a brief absence from the assignment.

#### *Public Relations*

Upholds and enforces school site and YPI Charter Schools, Inc. Board of Trustees policies, administrative procedures, and Charter School rules and regulations. Maintains appropriate work habits, including regular and punctual attendance and appropriate use of conference and planning time.

Participates and accepts the responsibilities of a team member.

- Strives to communicate the positive aspects of our school program to the public in word and deed.
- Works cooperatively with parents to strengthen the educational program for their children.
- Serves as a resource for and provides assistance and information to parents and other stakeholders
- Establishes and maintains cooperative relationships with other staff members.
- Actively participates in the decision-making process by supporting additional school functions.

#### *Professional Growth*

- Continues professional growth through attendance at workshops, seminars, conferences, and/or advanced course work at institutions of higher learning.
- Maintains membership in appropriate professional organizations.
- Cooperates with the administration in planning appropriate in-service training programs at a school or at the district level.
- Attends staff, department, and committee meetings as required.

#### *Student Evaluation*



- Evaluates accomplishments of students on a regular basis using multiple assessment methods such as teacher made tests, samples of students' work, mastery skills check lists, criterion-referenced tests and norm-referenced tests.
- Makes appropriate adjustments in the instructional program and as required by the Administrator.
- Respects the confidentiality of records and information regarding students, parents, and teachers in accordance with accepted professional ethics, and state and federal laws.

#### *Qualifications*

- Bachelor of Science or Bachelor of Arts from an Accredited University
- The Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment, and English Learner Authorization, as necessary, such as CLAD or BCLAD.

#### Special Education Resource Specialist Teacher

Under the direction of the Director/Coordinator of Instruction, the Resource Specialist Teacher provides instructional supports for students with disabilities as identified in their Individualized Education Programs

#### **The Resource Specialist provides:**

- 1) Support for the instructional program for students with special needs;
- 2) Pertinent information and consultant services to staff members and parents;
- 3) On-going student assessment and evaluation;
- 4) On-going planning with regular classroom teachers and also promotes and supports the school Student Study Team/SST.
- 5) Instruction in all the content areas.

#### *Essential Duties and Responsibilities:*

- Develops Individualized Education Plans (IEPs) for the purpose of meeting the individual needs of exceptional students
- Evaluates students for the purpose of identifying student needs
- Coordinates services to students for the purpose of ensuring efficient instructions and an effective cohesive program
- Teaches/instructs students for the purpose of ensuring successful progress towards student's goals and objectives
- Consults/collaborates with staff, parents, and agencies for the purpose of ensuring appropriate delivery of services and adherence to due process
- Schedules services for students for the purpose of providing efficient and effective services for students
- Knowledge and skill to provide instruction in the areas of English language Arts, math, and algebra
- Other special education related duties as assigned

#### *Education and/or Experience:*

- Bachelor's Degree, including appropriate coursework in education

- Special Education Credential and Resource Specialist Certificate (or be eligible for an Emergency Credential or waiver)
- A valid California driver's license and proof of automobile insurance.
- Department of Justice fingerprint clearance
- Minimum three years teaching experience

*Skills, Knowledge and/or Abilities Required:*

*Knowledge of:*

- K-12 core curriculum content
- A variety of appropriate assessment tools to identify students with special needs
- How to implement an integrated instructional program
- How to write effective, meaningful student goals and objectives
- Appropriate options of delivery methods and services
- How to coordinate services with the regular education classroom and program
- Appropriate modifications and/or accommodations and interventions of classroom curriculum
- Due process rights and procedures
- Effective interpersonal communication techniques

*Ability to:*

- Coordinate service with the regular education teacher and work with core curriculum
- Administer a variety of assessments
- Plan for effective, meaningful integration of student instruction
- Implement curriculum that addresses student goals and objectives
- Deliver methods and services to match specific student needs
- Work with regular teachers in a team effort to plan curriculum and student support
- Develop and implement modifications and intervention strategies
- Document necessary federal and state due process rights and procedures
- Work with staff using effective communication techniques

*Skills to:*

- Work with core curriculum and know where and how to access core curriculum content material
- Interpret and evaluate assessment results
- Coordinate curricular areas to help establish an integrated program for each student
- Conduct on-going evaluation of student goals and objectives
- Evaluate effectiveness of strategies and techniques used and adjust instruction and delivery as needed
- Work on a daily basis with teachers to develop and maintain teaming/communication
- Support classroom modifications and intervention strategies
- Translate all necessary documentation in an understandable format on Special Education forms and files
- Use effective and appropriate communication techniques with students, parents, staff, agencies and community members
- Work with students with exceptional needs
- Modify core curriculum and implement appropriate teaching strategies

*Qualifications:*

- Valid California Teaching Credential: Education Specialist



- Language Skills: Have a great command of the English language. Spanish Bilingual preferred.
- Mathematical Skills: Mastery of basic math and Algebra.
- Technology Skills: Able to use excel, Word, PowerPoint, communicate via email, Google Docs
- Reasoning Ability: Able to initiate tasks, plan, and problem solve
- Personal Qualities: Prompt, team player, flexible
- Transportation: Able to drive to locations assigned to provide supports and services, to professional development opportunities

### Program Coordinator

The Program Coordinator is responsible for coordinating the day-to-day business operations of the Main Office, and serves as an administrative aide to the school director, relieving her/him of administrative details. Manages the Main Office, performs administrative assistance for the Executive Administrator and is responsible for the supervision of the clerical activities of a Charter School.

*Reports to:* Coordinator of Operations.

### *Responsibilities:*

- Plans, establishes, and supervises the implementation of clerical procedures in the school's Main Office to insure timely preparation and submission of reports, records, studies, letters, and other materials.
- Supervises clerical work related to such matters as enrollment, attendance, curriculum, personnel, organization, budgeting, accidents, student grades, special programs, time reporting, and requisitions and purchase orders for supplies and equipment.
- Performs secretarial duties for an Executive Administrator by arranging appointments, maintaining an appointment calendar, receiving visitors, screening telephone calls and mail, and composing communications from general instructions or rough notes.
- Utilizes and supervises the use of applications software to conduct Charter School business including payroll, procurement, financial reports, attendance, personnel matters, and secretarial duties.
- Reviews communications, bulletins, reports, and other items and obtains information from a variety of sources as requested by the administrator in order to advise on necessary actions and to provide information to Charter School personnel, parents, students, and others.
- Orients new and substitute teachers, parent groups, volunteers, and aides in Charter School and office administrative policies and procedures and issues materials, such as daily bulletins, programs, and keys.
- Organizes and maintains files, records and guides.
- Performs miscellaneous clerical work, such as filing, typing, relaying messages, operating office machines, and opening and routing mail.
- Provides orientation and training for clerical personnel, including those assigned to offices supervised by certificated staff.
- May oversee students waiting in the main office of the Charter School.
- May provide guidance to volunteers and others working in the Charter School office.

- May provide minor first aid, arrange for the care of ill or injured students, and, if authorized by parent, dispense prescribed oral medication.

#### *Qualifications*

- Graduation from high school or evidence of equivalent educational proficiency, preferably supplemented by courses in office management, software applications, and supervision.
- Four years of experience in office clerical work, preferably including two years of experience performing clerical work in a Charter School office. Experience providing work direction to clerical staff and/or preparing payroll is preferable. Completion of a course of at least 30 hours in supervision at an adult school or recognized college or university
- A first-aid certificate issued by the American Red Cross is preferable.
- Ability to speak Spanish may be required for some positions.

#### School Counselor

The school counselor is under the supervision of the Executive Administrator and the School Culture and Climate Administrator. The school counselor provides a full range of counseling services to students, including academic, college readiness and social-emotional supports, including individual and group counseling.

#### *Key Responsibilities:*

- Create and implement interventions for the purpose of fostering better mental health and positive learning outcomes for all students.
- Consult with school staff and parents regarding the behavioral, social, and emotional needs of students, and recommend appropriate support strategies.
- Provides individual and group counseling and guidance to students in the academic, personal-social, and career domains.
- Monitor and case manage progress for targeted students.
- Implement restorative practices with students and teachers.
- Participates in Multi-Tiered Systems of Support Team (MTSS) to identify necessary services for students and families (e.g. counseling, assessment, and interventions).
- Coordinate and collaborate with outside providers to ensure that students are receiving effective and appropriate support.
- Coordinate university mentor program.
- Develop/implement a social emotional learning (SEL) curriculum and supports with a focus on skill development, harassment, bullying, drug awareness, healthy habits, study skills, etc.
- Provide crisis counseling and referrals for students as needed.
- Works with the teachers and administration to develop programs, including the delivery of guidance lessons, to address student attitudes, understanding of self and others, personal health and safety, communication skills, peer relationships, goal-setting/decision-making, conflict resolution, career awareness, college preparation, and post-secondary planning.
- Conduct in-service training for staff around student support.
- Support with student supervision as assigned
- Perform other duties as assigned

#### *Qualifications*

- Required: Certification

- A valid California General Pupil Personnel Services (PPS) Credential or a Pupil Personnel Services credential authorizing service in school counseling
- An earned master's degree in Counseling or a related field from a regionally-accredited college or university.
- Ability to pass a background check.
- Preferred:
  - Experience working in a secondary school setting.
- Skills and Mindsets:
  - Strong communication. The ability to communicate in a direct and sensitive fashion with students, parents, and colleagues.
  - Dedication to our mission. A steadfast commitment to ensuring our students have the tools they need to attend a college preparatory high school and beyond.
  - Determination. A willingness to make things happen and a sense of urgency around closing the achievement gap.
  - Team player. A desire to work in a team-oriented environment and collaborate with colleagues.
  - Growth mindset. An ability to receive frequent feedback with humility and a strong desire to grow and develop as an educator.
  - Reflective attitude. An ability to constantly reflect on student data as well as personal areas of strength and growth.
  - Flexibility. Willingness to work in an ever-changing field and face challenges with a positive attitude.
  - Professional integrity. A personal alignment with the values and ethical standards of YPICS.

### Office Personnel

Office Personnel will be selected by the Executive Administrator on an application and interview basis in consultation with parents and other staff members. Selection will be based on the ability to perform the job duties for that position. Office personnel duties will include, but not be limited to:

- Answering telephones.
- Filing reports.
- Enrolling students.
- Managing/monitoring office operations.
- Ordering and purchasing office and classroom supplies, and vendor management.
- Developing and implementing clerical and administrative procedures for daily Charter School operations.
- Preparing correspondence, reports, bulletins, files, forms, memorandums, and performing other clerical and administrative duties as assigned.
- Bilingual translation and communication with parents and community.

### *Qualifications*

- High School Diploma or equivalent
- Knowledge of English composition, basic arithmetic, operation of various office equipment, proficient in Google Suite and Microsoft Suite, web-browsing techniques
- Ensures accuracy in advance of providing information in-person and by telephone.
- Write legibility and understand and apply pertinent laws, rules and procedures

- Organize files and keep accurate records.
- Work effectively with students and the public
- Use of a computer to input, edit, extract, and format data information.

## 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 require all of the following:*

*(i) That each employee of the charter school furnish it with a criminal record summary as described in Section 44237*

*(ii) For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (K), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (L) of paragraph (2) of subdivision (a) of Section 32282*

*(iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.” (Ed. Code § 47605(c)(5)(F).)*

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

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

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

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

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

### **Comprehensive School Safety Plan**

The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School’s procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code section 32282(a)(2)(A)-(J):

- Child abuse reporting procedures
- Routine and emergency disaster procedures

- Policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code section 49079
- A discrimination and harassment policy consistent with Education Code section 200
- Provisions of any schoolwide dress code that prohibits students from wearing “gang-related apparel” if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe and orderly environment conducive to learning at the Charter School
- The rules and procedures on Charter School discipline
- Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on Charter School campus(es) and at school-related functions.

#### **CHILD ABUSE AND NEGLECT MANDATED REPORTER TRAINING**

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 Education Code section 44691.

#### **Medication in School**

The Charter School will adhere to Education Code section 49423 regarding administration of medication in school. Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required by Education Code section 49414 and section 4119.2 of the Business and Professions Code, as they may be amended from time to time.

#### **ATHLETIC PROGRAMS**

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

If the Charter School offers an interscholastic athletic program, it shall develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire and regularly test and maintain at least one automated external defibrillator (AED) for the Charter School, and make the AED available at on-campus athletic activities or events according to the requirements of Education Code sections 35179.4 and 35179.6.

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

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

#### **CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING**

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

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

All teachers in Charter School shall obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341.

#### **TRANSPORTATION SERVICES**

Effective July 1, 2025, Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

#### **WORKPLACE VIOLENCE PREVENTION PLAN**

Effective July 1, 2024, Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan, consistent with the requirements of Labor Code Section 6401.9.

#### **HOMICIDE THREATS**

Charter School shall comply with all requirements under Education Code sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All Charter School employees and governing board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

#### **IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS**

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

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis pursuant to Education Code section 49450 et seq, 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.

#### **MENTAL HEALTH EDUCATION**



If Charter School offers one or more courses in health education to students in middle or high school, Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code section 51925, *et seq.*

#### **MENTAL HEALTH INFORMATION**

Charter School shall create and post a poster at the schoolsite identifying approaches and resources addressing student mental health in compliance with Education Code section 49428.5. The poster shall be displayed in English and any primary language spoken by 15 percent or more of students enrolled at the schoolsite as determined pursuant to Education Code section 48985. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

#### **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.*

#### **GUN SAFETY NOTICE**

Pursuant to Education Code section 49392, at the beginning of the first semester of each school year, Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.

#### **SUICIDE PREVENTION POLICY**

If Charter School serves students in any grades Transitional Kindergarten/Kindergarten through 12, Charter School shall comply with the requirements of AB 2246 (2016) and AB 1767, codified in Education Code section 215, including but not limited to the requirement that the school's pupil suicide prevention policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and adopted at a regular public hearing. The Charter School shall review, at a minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Charter School shall provide the CSD with a copy of its pupil suicide prevention policy for review upon request.

#### **HUMAN TRAFFICKING PREVENTION RESOURCES**

If the Charter School serves students in any grades 6-12, it shall identify and implement the most appropriate methods of informing parents/guardians of human trafficking prevention resources as required by Education Code section 49381.

#### **FEMININE HYGIENE PRODUCTS**

If the Charter School maintains any combination of classes in grades 6-12 that meets the 40% pupil poverty threshold required to operate a schoolwide program pursuant to Section 6314(a)(1)(A) of Title 20 of the United States Code, then it shall stock at least 50% of its restrooms with feminine hygiene products at all times, and shall not charge students for these products, as required by Education Code section 35292.6.

#### **ALL GENDER RESTROOMS**

Pursuant to Education Code section 35292.5, on or before July 1, 2026, Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

#### **NUTRITIONALLY ADEQUATE FREE OR REDUCED-PRICE MEAL**

The Charter School shall provide each needy student, as defined in Education Code section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code section 49553(a), during each school day.

#### **RECESS**

Except where a field trip or other educational program is taking place, if the Charter School provides recess, to the extent required by Education Code section 49056, Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, for at least 30 minutes on regular instructional days and at least 15 minutes on early release days. Charter School shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

#### **CALIFORNIA HEALTHY YOUTH ACT**

The Charter School shall teach sexual health education and human immunodeficiency virus ("HIV") prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act. (Ed. Code § 51930, et seq.)

#### **BULLYING PREVENTION**

Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying, and shall annually make available the online training module developed by the California Department of Education pursuant to Education Code section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with pupils.

#### **LGBTQ RESOURCES TRAINING**

Charter School recognizes that it is encouraged to use schoolsite and community resources developed by the State Department of Education for the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ) pupils to provide training at least once every 2 years to teachers and other certificated employees at each Charter School schoolsite that serves pupils in grades 7 to 12, to increase support for LGBTQ pupils and thereby improve overall school climate. (Ed. Code § 218.)

#### **TRANSPORTATION SAFETY PLAN**

The Charter School shall develop and maintain a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, the Charter School shall ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the

driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Ed. Code § 39831.3; Veh. Code § 28160.)

## **Element 7 – Means to Achieve Racial and Ethnic, Special Education, and English Learner, including Redesignated Fluent English Proficient Pupils Balance**

*“The means by which the school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, 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(c)(5)(G).)*

### **COURT-ORDERED INTEGRATION**

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

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

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

Monseñor Oscar Romero Charter School will make every effort to recruit students of various racial, ethnic, special education, and English learner groups in order to achieve a balance reflective of the general population residing within the territorial jurisdiction of LAUSD. Monseñor will conduct orientation meetings prior to the opening of each school year to inform interested parents and students on what the school has to offer. Outreach meetings will be held in several locations including the Monseñor Campus and other community organizations in the Pico-Union/Koreatown area in order to ensure all students in the area have an opportunity to attend the school. Open houses and school tours will be conducted on a regular basis during the school year as well. Further detail on recruitment is detailed in “Element 8: Admissions Policies and Procedures”.

Monseñor will develop promotional and informational material (i.e., a school brochure, flyers, a website, and advertisements for local media) that will be easily transmittable to all of the various racial, ethnic, special education, and English learner groups represented in the community. Promotional and informational materials will be distributed in a variety of community settings to a broad range of community-based groups, agencies, neighborhood youth organizations, social service providers, churches, grocery stores, public libraries, and

legislators that serve the various racial, ethnic, special education, English Learner, and interest groups represented in the community. Materials in languages other than English, such as Spanish, will be distributed in order to reach the limited English proficient populations that exist in the area. Should the language base of the community change in the future and become more diversified we would accommodate additional language needs for outreach purposes. Interested students will be subjected to the admission procedures detailed in Element 8 of this petition. As discussed above, it is the objective of Monseñor to notify parents and students in the community through the following methods annually between October through April:

- Provide information handouts to businesses frequented by local community members. The flyers will include enrollment period and lottery information (location, date, time).
- Letters sent to existing families. The letter will include enrollment period and lottery information (location, date, time).
- Community outreach efforts include communication with local council members' field offices, local public libraries, park and recreation centers, community-based organizations, and places of worship.
- Flyers in Spanish and English announcing the enrollment period will be distributed to the local elementary schools at least six weeks prior to the closing of the enrollment period and the implementation of the public random lottery (if needed). The flyers will include enrollment period and lottery information (location, date, time).

## Element 8 – Admission Policies and Procedures

*“Admission policies and procedures, consistent with subdivision (e).” (Ed. Code § 47605(c)(5)(H).)*

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

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

### **HOMELESS AND FOSTER YOUTH**

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

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

### **NON-DISCRIMINATION**

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

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

Charter School shall not discourage a student from enrolling or seeking to enroll in the Charter School, nor encourage a current student from disenrolling, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, homeless, economically disadvantaged, or a foster youth. The Charter School shall not request or require a student’s records to be submitted before enrollment. The Charter School shall post on its web site the California Department of Education notice of these requirements and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquiries about

enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Ed. Code §§ 47605, 47605.6)

Charter School shall adopt policy that is consistent with the model policy developed by the California Attorney General addressing the Charter School's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code section 234.7.

#### **PREGNANT AND PARENTING STUDENT ACCOMMODATIONS**

Charter School shall provide specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. The Charter School shall notify pregnant and parenting students and parents/guardians of the rights and options available to pregnant and parenting students. (Ed. Code §§ 222, 222.5, 46015.)

#### **SEXUAL HARASSMENT POLICY NOTICE**

The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at each schoolsite and in public areas at each schoolsite.

If the charter school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level. If Charter School operates multiple school sites, this information shall be disaggregated by school site. (Ed. Code § 221.9.)

### **Admissions Requirements**

Monseñor Oscar Romero Charter Middle School shall admit all pupils who wish to attend the school. (Education Code Section 47605(e)(2)(A).) Monseñor is located in the Pico-Union neighborhood and bordered by Koreatown. The school specifically seeks to serve the students in this population – traditionally low-achieving and socioeconomically disadvantaged students. Student outreach and recruitment is described in more detail in Element 7.

### **Student Recruitment**

An enrollment process that includes a timeline that allows for a broad-based recruiting process. Outreach meetings will be held in several locations described below in the target area in an effort to ensure all students in the area have equitable access to the school. Open houses and school tours will also be conducted.

Develop promotional and informational materials (e.g., a school brochure, flyers, a website, and advertisements for local media) that reflect the diversity of the community and that are in the languages spoken by most families in the surrounding neighborhoods for distribution to a broad variety of community groups, agencies, neighborhood youth organizations, social service



providers, churches, grocery stores, public libraries, and legislators that serve the various racial, ethnic, disability, and English Learner groups, and other non-profits represented in LAUSD.

<b>Recruitment Activity/Events</b>	<b>Time</b>	<b>Location</b>
Community and Parent Meetings  Website	On-going  October through April (Recruitment efforts are secured and aligned to budgets, hiring of staff, etc.)	Monseñor Oscar Romero Charter Middle campus
Outreach to local elementary schools and private schools	Fall and Spring flyer events	Monseñor Oscar Romero Charter Middle campus Host elementary school upon invitation
Community Organizations meetings by invitation (may also post materials for recruitment events)	Winter	Villa Mariposa Housing SALEF Central American Resource Center Faith-based organizations Local libraries
Local Health Agencies & Businesses (postings and literature regarding recruitment events)	On-going	Various within the immediate community
Community Canvassing (Door-to-door, informational mailings)	Spring and Fall	Residents within the immediate area of the school

### **Lottery Preferences and Procedures**

Monseñor shall admit all students who wish to attend. The Charter School will extend the following enrollment preferences through the initial application process:

1. Preference shall be extended to siblings of students admitted to or attending Monseñor who reside in LAUSD boundaries.
2. Preference shall then be extended to students who reside in the District
3. Preference shall then be extended to children of employees (no more than 10% of enrollment)
4. Preference shall then be extended to students who reside outside of the District.

Should the number of pupils who wish to attend exceed the Charter School's capacity, a public random lottery will take place to determine the school enrollment in accordance with Education Code section 47605(e)(2)(B). The school will inform parents of all applicants and all interested parties of the rules to be followed during the lottery process, and public notice will be posted. The public random drawing which will be fairly executed by a neutral person or persons, will be on the second Thursday of October of each year on the school campus at 5:30 PM so that all

interested parties may attend and observe. The families of prospective students will be notified regarding the lottery via their preferred method of communication(e.g., phone, text message, email, etc.) at least two weeks prior to the lottery date.

During the public random drawing, once all available spaces are filled, a waitlist will be created for each grade level by drawing all remaining applicants' names, applying the admission preferences as listed. No other priorities are applied to the waitlist. Students will be placed on the waitlist in the order that their names were drawn during this part of the public random drawing. Any applications received after the close of the open enrollment period will be added to the waitlist in the order received. In no circumstance will a waitlist carry over to the following school year.

Should a vacancy occur during the year students on the waiting list will be notified by family communication preference immediately if space becomes available and they will have two weeks to return the enrollment forms. If the enrollment forms are not returned within two weeks, then admission for that student is forfeited, and an admission notice will be mailed to the next student on the waiting list. Monseñor will maintain auditable records, documented with contemporaneous notes of the above activities.

## Element 9 – Annual Financial Audits

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

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

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

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

In addition:

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

### Annual Audit Procedures

The books and records of Monseñor will be kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller’s K-12 Audit Guide.

The YPI Charter Schools Board of Trustees Audit Committee and Executive Director will select an independent auditor through a request for proposal process. The auditor will have, at a minimum, a CPA and educational institution audit experience and be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and processes specified in the applicable Office of Management and Budget Circulars.

The YPI Charter Schools' Executive Director, the Charter School's Executive Administrator, and the Assistant Executive Administrator are responsible for working with the independent auditor to complete the audit. Monseñor annual audit will be completed and forwarded to the District, the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year. The Monseñor School's Executive Director, along with the audit committee, will review any audit exceptions or deficiencies and report to YPI Charter Schools, Inc. Board of Trustees with recommendations on how to resolve them. The YPI Charter Schools, Inc. Board will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel (EAAP) in accordance with applicable law.

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

- Audit exceptions will be addressed to the satisfaction of LAUSD.
- YPI Charter Schools Inc. has a financial procedures policy/manual that outlines the fiscal policies and procedures of YPI Charter Schools Inc. The policies and procedures will provide proper segregation of duties and finances and conform to Generally Accepted Accounting Principles. The policies and procedures manual will have approval by the YPI Charter School Board.
- ~~The Youth Policy Institute, the sole member corporation of the YPI Charter Schools Inc.~~ will provide an annual audit to the District.

## Element 10 – Suspension and Expulsion Procedures

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

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

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

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

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

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

*(iv) A foster child’s educational rights holder, attorney, and county social worker and an Indian child’s tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.” (Ed. Code § 47605(c)(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. 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.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated in this section.

#### **HOMEWORK TO SUSPENDED STUDENTS**

For any student who has been suspended from school for two or more schooldays, Charter School shall provide student with the homework the student would otherwise have been assigned if requested by the student or student's parent/guardian. If a homework assignment is requested and turned in to the student's teacher either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, but it is not graded before the end of the academic term, then that assignment shall not be included in the calculation of the pupil's overall grade in the class. (Ed. Code § 48913.5)

#### **STUDENTS WITH DISABILITIES**

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

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

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

### **NOTIFICATION OF THE DISTRICT**

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

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

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

### **OUTCOME DATA**

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

### **REHABILITATION PLANS**

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

### **READMISSION**

Charter School’s governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, Charter School’s governing board shall readmit the pupil, unless Charter School’s governing board makes a finding that the pupil has not met the conditions of the



rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered and the decision of the governing board, including any related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.

#### **REINSTATEMENT**

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

#### **GUN-FREE SCHOOLS ACT**

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

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

Monseñor is committed to providing a rigorous educational program, which prepares students to be college ready, active citizens, and lifelong learners. Our school culture focuses on creating a safe, respectful and supportive environment for all of our faculty, staff, students and families. This positive climate encourages all members of the community to be responsible participants in maintaining it. Our school climate will be welcoming and supportive of continuous personal growth and academic achievement. In this effort, Monseñor utilizes a school-wide positive behavior intervention and support framework to support positive behavior interventions so students can succeed both socially and academically.

School-wide Positive Behavior Intervention Support (SWPBIS) is led by the School Culture and Climate Team (SCC Team) that consists of two administrators, SCC Manager, and Supervision Aides. As the student voice on campus, student leadership will also have regular opportunities to provide input/feedback to the Culture and Climate Team and administration on the development and implementation of SWPBIS efforts. SCC Team will monitor multiple data points including referral, suspension, expulsion, attendance, and survey data to make recommendations to administration and student leadership on how to improve the SWPBIS implementation.

SWPBIS will build upon a school wide classroom management plan that will ensure an equitable disciplinary system across classrooms, and clearly articulated and explicitly taught behavioral expectations for all common areas of the Charter School.

#### *Tiered Behavior Interventions*

Tier I will focus on universal strategies that encourage all students to be safe, respectful, and responsible. These strategies will include, but not be limited to, the following efforts: praise of positive behavior, a token economy, student activities during nutrition and lunch clubs, incentive trips, service activities, a rich advisory program, a competitive sports program, an academic

supports and assemblies, an enrichment program outside of school hours, and workshops for students and parents.

Tiers II and III will provide more intensive and targeted services for students and families that need greater support from the school community. These more intensive levels of support are determined by the MTSS Team led by the Community Schools Coordinator and includes membership from instruction, culture/climate and operations. The team collaborates to develop a holistic plan to assist and/or support the student (and family) through such supports as individualized incentive plans, social skills and personal growth trainings, student/parent workshops, on-site/off-site counseling, referral to community-based services/programs. Based on the success of these targeted supports, the MTSS Team may consider referral to the Student Success and Progress Team (SSPT).

Student Success and Progress Team uses a Multi-Tiered System of Support framework. It consolidates the traditional functions of various teams [i.e., COST, SST and LAT] to ensure all relevant information necessary to support the student is tracked (as described previously in Element 1) and available to the Team members. The SSPT uses a collaborative model to identify interventions for improved student performance. This policy also recognizes the alignment of MTSS with Culturally and Linguistically Responsive Pedagogical (CLRP) instruction and behavioral practices.

An SWPBIS tiered approach serves the foundation to reduce suspensions and expulsions. Other alternatives to suspension will include:

- Parent supervision
- Make-up time (before or after school)
- Mentoring (with a teacher, counselor, or other staff member before or after school)
- Restorative Chat
- Restitution
- Skills Coaching
- Community service
- Check in Check Out
- Behavioral contracts
- Counseling services
- Referrals to community agencies

When other means of corrective action are not feasible or have repeatedly failed to bring about proper conduct the following actions will be considered:

- In-school suspension
- Out-of-school suspension
- Expulsion

### **In-School Suspension**

Using their discretion in the process described below, the Executive Administrator, ~~Assistant Executive Administrator~~, or Coordinator of School Culture and Climate may assign a student to an in-school suspension. Students in in-school suspension will be monitored by the administration and school staff. An administrator notifies the parent(s)/guardians or the foster child's educational rights holder, attorney, and county social worker via telephone of an in-school suspension, and a meeting is held when needed/requested. In-school suspensions will be served in the office of the Coordinator of School Culture and Climate. The Coordinator of School Culture and Climate will supervise the students. During the suspension, the Coordinator of School Culture and Climate will work with teachers to ensure that the student has access to their classwork and the required instructional support to complete it. The student will receive access to support that they already receive including but not limited to Special Education Services and mental health counseling. Additionally, the student will receive support from the Coordinator of School Culture and Climate in processing the reason for the disciplinary consequence and coaching to help prevent the same behavior from occurring again. As the Coordinator of School Culture and Climate develops interventions for the student, those will be shared with teachers and staff who work directly with the student on a daily basis. The maximum number of days of in-school suspension will not exceed two (5) five days in one academic year and a maximum of 20 instructional days per academic year. Students will not be suspended or expelled for academic failure. Students shall only be suspended or expelled for actions as defined by Element 10 of the charter petition.

Monseñor does intend to include in-school suspension as a potential option for the offenses listed below in the Matrix for Suspension/Expulsion Recommendations. In order to maintain safety for students, visitors, and staff, the Executive Administrator will assess the situation and consider evaluations made by the school's mental health counselor, school police, psychological evaluation team, and LAPD (as applicable) to determine the credibility of threats and a student's need for services prior to determining if a suspension should be served in or out of school. A student who is suspended for any of the listed offenses would work in the Coordinator of School Culture and Climate's office, away from others. The student would be escorted when traveling on campus and the student's schedule would be re-organized if necessary to prevent contact with victims or those affected by the student's behavior. An in-school suspension option for these behaviors is in the best interest of students in that it allows the school to both respond to the concern and provide services to the student, which will hopefully help to prevent the re-occurrence of the behavior, which is in the best interest of students.

In-school suspension will not be an option for the following offenses:

- Caused, attempted to cause, threatened to cause, or participated in an act of hate violence;
- Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel;
- Made terrorist threats against school officials or school property, or both

## Grounds for Suspension and Expulsion

Practices and considerations for student suspension and expulsion can be found in the section below; ultimately, the school site Executive Administrator or Coordinator/Director of Culture and Climate has discretion over student discipline procedures including student suspension and recommendations for expulsion. Students who present a real or alleged threat to health and safety of others may be immediately suspended and later recommended for expulsion by the Executive Administrator or Assistant Executive Administrator. A student may be suspended or expelled for any of the acts enumerated in this section and related to school activity or school attendance that occur at any time, including, but not limited to, any of the following:

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

The Executive Administrator or Coordinator/Director of Culture and Climate will implement alternative consequences to suspension as appropriate. If a parent/guardian would like to appeal a student’s suspension, the suspension appeal form is available in the main office. A conference with the Executive Administrator will be held to determine whether or not the suspension will be upheld and kept on the student’s records.

Monseñor may use the chart below for discretionary and clearly defined suspension or expulsion recommendations:

Must Suspend. Mandatory Recommendation to Expel Offenses with No Executive Administrator Discretion.	Must Suspend. Shall Recommend Expulsion Hearing Unless Particular Circumstances Render Inappropriate Expulsion Not Mandatory. Offenses Subject to Limited Executive Administrator Discretion.	May Suspend. May Recommend Expulsion Hearing. Offenses Subject to Broad Executive Administrator Discretion.
Act must be committed at school or school activity.  1. Firearm  a. Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a	Act must be committed at school or school activity. EC Section 48915 (a) states that an administrator shall recommend expulsion for the following violations [except for subsections (c) and (e)] unless the administrator finds that expulsion is inappropriate due to a particular circumstance.	Acts committed at school or school activity or on the way to and from school or school activity.  a. Caused, attempted to cause, or threatened to cause physical injury  b. Willfully used force or violence upon the person of another, except in self-defense

<p>MORCS school employee, with the Executive Director or designee's concurrence.</p> <p>c. Brandished a knife at another person.</p> <p>d. Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053 et. seq.</p> <p>e. Committing or attempting to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.4.</p> <p>If it is determined by the Executive Director that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.</p>	<ol style="list-style-type: none"> <li>1. Causing serious physical injury to another person, except in self- defense. EC Section 48915 (a)(1).</li> <li>2. Possession of any knife or other dangerous object of no reasonable use to the pupil. EC Section 48915 (a)(1)(B).</li> <li>3. Unlawful possession of any substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code, except for the first offense for possession of not more than one avoirdupois ounce of marijuana other than concentrated cannabis or the possession of over-the-counter medication for use by the pupil for medical purposes or medication prescribed for the pupil by a physician.</li> <li>4. Robbery or extortion. EC Section 48915 (a)(1)(D).</li> <li>5. Assault or battery as defined in Sections 240 and 242 of the Penal Code, upon any school employee.</li> </ol>	<ol style="list-style-type: none"> <li>c. Possessed dangerous objects</li> <li>d. Possessed drugs or alcohol (policy determines which offense)</li> <li>e. Sold look alike substance representing drugs or alcohol</li> <li>f. Caused damage to property‡</li> <li>g. Committed theft</li> <li>h. Possessed or used tobacco (policy determines which offense)</li> <li>i. Committed obscenity/ profanity/vulgarity</li> <li>j. Possessed or sold drug paraphernalia</li> <li>k. Received stolen property</li> <li>l. Possessed imitation firearm</li> <li>m. Committed sexual harassment</li> <li>n. Harassed, threatened or intimidated a student witness</li> <li>o. Sold prescription drug Soma</li> <li>p. Committed hazing</li> </ol>
	<p>The recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> <li>1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.</li> <li>2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915 (b)].</li> </ol>	<ol style="list-style-type: none"> <li>r. Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261, directed specifically toward a pupil or school personnel.</li> <li>s. Participating in the act of hate Violence and Terroristic Threats (including but not limited to engaging in harassment, threats, or intimidation against a pupil or group of pupils or</li> </ol>

		<p>school district personnel; making terrorist threats against school officials or school property, or both.)</p> <p>The recommendation for expulsion shall be based on one or both of the following:</p> <ol style="list-style-type: none"> <li>1. Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.</li> <li>2. Due to the nature of the act, the presence of the pupil causes a continuing danger to the physical safety of the pupil or others [see Section 48915 (b)].</li> </ol> <p>† Section 48900 (t)(Statutes of 2001) states a pupil who aids or abets in infliction of physical injury to another, as defined in Penal Code 31, may suffer suspension, but not expulsion. However, if a student is adjudged by a court to have caused, attempted to cause, or threatened personal injury, the student may be expelled.</p> <p>‡ Section 48900 (u)"school property" includes, but is not limited to, electronic files and databases.</p>
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## Out-of-School Suspension

### Informal Conference

The Executive Administrator, or the Coordinator of School Culture and Climate has the authority to suspend students. Every effort will be made to hold an informal conference prior to suspension with the student and his/her parent or guardian. The conference may be omitted if the Executive Administrator or the Coordinator of School Culture and Climate determine that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or school personnel. If the student is suspended without conference, the parent/guardian shall be notified of the suspension and a conference will be requested as soon as possible.

### Notice to Parents/Guardians

At the time of suspension, the Executive Administrator or Coordinator of School Culture and Climate shall make a reasonable effort to contact the parent/guardian by telephone or in person to be followed up with a written notification. This notice will state the specific offense/s committed by the student. In addition, the notice will state the date the student may return to school following suspension.

### **Suspension in an Emergency Situation**

An “emergency situation” involves a danger to the lives, safety or health of students or school personnel. When the Executive Administrator or the Designee determines that a student must be removed to ameliorate an emergency situation, the student may be suspended without a conference.

1. In the case of an emergency suspension without a conference both the parent/guardian and the student will be notified by Executive Administrator or Coordinator of School Culture and Climate of the student’s right to return to school, no later than the next school day, for purposes of a conference with the Executive Administrator or the designee. The notice shall include the anticipated length and conditions of the emergency suspension, the specified reasons for it, and an invitation to attend the conference with or without counsel or other advisors. Parents/guardians are assured that reasonable accommodations and language support will be available. They are also informed that a conference with the student is required for the student to return to school, but they are not required to attend the conference and that no penalty will be imposed on the student if they do not attend. If information presented at the conference proves the suspension was in error, the suspension shall be removed from the student’s record,

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

In all non-emergency situations that appear to warrant suspension, the Executive Administrator or Coordinator of School Culture and Climate will attempt to contact, by telephone or in person, the student’s parent, guardian, or educational rights holder to explain the situation and to schedule a pre-suspension conference. During the pre-suspension conference, a written notice is also provided within 24 hours that explains the behavior or events that appear to warrant the suspension, whether it will be an in-school or out-of-school suspension, the student’s basic rights, and the length of the anticipated suspension. The notice either confirms the conference details scheduled orally or, if no contact has been made, details the right to a pre-suspension conference and the time and place it will be held.

### **Appeal of Suspension**

Monseñor has a fair and impartial process for investigating and confirming the appropriateness of the suspension or expulsion of any student. This process will preserve due process rights of students and parents/guardians.



Parents/guardians may first appeal the suspension by meeting with the Executive Administrator or Coordinator of School Culture and Climate within 24 hours of the suspension.

The Executive Administrator will hear the appeal and the parent may also recommend an alternative fair punishment for the infraction. If the executive Administrator assigned the suspension, the Executive Director or designee will hear the appeal. With the approval of the Executive Administrator the suspension can be removed from the student's record and the student can return to the classroom.

If the Executive Administrator denies the appeal and enforces the suspension, the parent can appeal to the Executive Director by meeting with him or her within 24 hours of the denial. The Executive Director will hear the appeal. The appeal can also be also delivered in writing, in which case the Executive Director will review the document and make a determination within 24 hours of receipt between the times of 7:45 am to 4:30 pm. In reviewing the appeal, the Executive Director may remove the suspension from the student's records.

### **Length of Suspension**

The length of suspension for students may not exceed a period of 5 consecutive school days unless the Executive Administrator or Coordinator of School Culture and Climate has made a recommendation for expulsion and the outcome is pending. The student may be placed in an interim setting until the outcome of the expulsion hearing. A student shall not be suspended for more than 20 school days; a student in special education shall not be suspended for more than 10 school days within an academic year.

In the event that a student's suspension is extended beyond 5 days pending an expulsion hearing, the Executive Administrator or Coordinator of School Culture and Climate will provide the student with an interim placement, possibly including independent study, if mutually agreed to. The purpose of the placement is to ensure meaningful access to relevant curriculum and instructional support thereby allowing a pathway to credit completion. Students facing expulsion for the following offenses will be immediately referred to LACOE for interim placement pending the outcome of the expulsion hearing:

1. Unlawful gun possession. This applies to all types of guns including but not limited to firearms, air guns, stun guns, replica guns, and any device that discharges a metallic object by gunpowder.
2. For students 16 years of age or older, assault of another person with a weapon in a manner likely to cause serious bodily injury.
3. For students 16 years of age or older, battery of another person causing serious bodily injury.

### **Activities During Suspension**

During a period of suspension, the student is given assignments and homework by the student's teacher(s) to minimize the loss of schooling. Upon return to school, the student is given an opportunity to make up any missed tests. The assignments are listed on learning management system and Illuminate, which the student and parent have access to at home or in school. This

gives the student and parent(s) the knowledge of all classroom and homework assignments that are assigned during the days of suspension. The Executive Administrator or Coordinator of School Culture and Climate will meet with the suspended student upon return to ensure that assignments have been completed.

In accordance with Education Code Section 47606.2(a), upon the request of a parent, a legal guardian or other person holding the right to make education decisions for the student, or the affected student, a teacher shall provide to a student in any of grades 1 to 12, inclusive, who has been suspended from school for two (2) or more school days, the homework that the student would otherwise have been assigned.

In accordance with Education Code Section 47606.2(b), if a homework assignment that is requested pursuant to Section 47606.2(a) and turned into the teacher by the student either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, is not graded before the end of the academic term, that assignment shall not be included in the calculation of the student's overall grade in the class.

### **Suspension Pending Expulsion Hearing**

A student who is suspended for an offense likely to lead to expulsion may only return to school if the Executive Administrator determines that the suspension should not be continued pending the expulsion hearing. The student and/or parent will be given an opportunity to be heard as part of this determination. The suspension and, if necessary, interim placement, will be continued until the expulsion hearing if:

- The student's presence will likely be disruptive to the educational process, and/or
- The student poses a threat or danger to others.

The total number of days for which a pupil may be suspended from Charter School shall not exceed twenty (20) school days in any school year, unless a pupil enrolls in or is transferred to another regular school, an opportunity school or class, or a continuation education school or class, in which case the total number of school days for which the pupil may be suspended shall not exceed thirty (30) days in any school year. Monseñor will offer a suitable interim placement, such as at a grade-appropriate opportunity school or class, continuation school, or off-site supervised suspension classroom where the student will have meaningful access to education during the term of the suspension pending the outcome of the expulsion process.

### **Expulsion Procedures**

To expel, except in the case of Education Code Section 48915(c) behaviors, one of the following must also be found to be true:

- a) Other means of corrective action are not feasible or have repeatedly failed to bring about proper conduct

- b) Due to the nature of the act, the student's presence causes a continuing danger to the physical safety of the student and/or others:
- c) Students may be expelled for any of the following reasons, as specified in the Education Code Section 48915:
  - 1. Causing serious physical injury to another person except in self defense
  - 2. Possession of any dangerous object (such as a firearm, knife, or explosive)
  - 3. Unlawful possession of any controlled substance listed in Chapter 2 of Division 10 of the Health and Safety Code, an alcoholic beverage, or an intoxicant of any kind (Section 48915(c))

### **Pre-Expulsion Conference**

A decision to recommend expulsion may not be made until after the Executive Administrator or the Coordinator of School Culture and Climate has concluded the pre-expulsion conference with the parent/guardian. If at all possible, the student should also be present. At the conclusion of the conference, if the Executive Administrator or Coordinator of School Culture and Climate determines to not recommend expulsion, appropriate alternative intervention should be implemented.

The pre-expulsion conference will be conducted in accordance with the following procedures: The Executive Administrator or Coordinator of School Culture and Climate shall make every effort to contact the family, including by phone and by mail, to schedule the pre-expulsion conference. The Executive Administrator or Coordinator of School Culture and Climate shall conduct the conference and arrange for a second school official to be present as a witness. At the conclusion of the conference, the Executive Administrator or Coordinator of School Culture and Climate shall:

- a. Inform the student and the parent of each applicable charge.
- b. Provide the student and the parent with the opportunity to discuss the allegation.
- c. Ask the student to respond, verbally and in writing, to the allegation(s) and provide the student the opportunity to admit, deny, or qualify his or her participation and to present any explanation, justification, or other information relevant to the alleged misconduct.
- d. Keep record of all pertinent comments made during the conference, particularly those made by the student or parent.
- e. Advise the student and parent of their obligation to not engage in harassment, intimidation, or threatening behavior against potential witnesses.
- f. Explain the expulsion procedure and the process of an interim placement should the Executive Administrator or Coordinator of School Culture and Climate recommends expulsion.

If the student and parent do not attend the pre-expulsion conference, the Executive Administrator or Coordinator of School Culture and Climate will:

- a. Exercise all due diligence to reschedule the conference within a reasonable period of time and document the details of each attempt.
- b. At the Executive Administrator or Coordinator of School Culture and Climate's discretion, the suspension and pre-expulsion conferences may be combined and held as one.

- c. For students with an IEP or a 504 Plan, the manifestation determination IEP or 504 Plan review meeting must be held prior to the pre-expulsion conference.

## **Expulsion Procedures**

Only the Executive Administrator is authorized to recommend a student's expulsion. The following are steps the school Executive Administrator should take whenever a student is accused of an act for which expulsion may or must be recommended.

### **Incident Investigation**

When an alleged incident occurs, the Executive Administrator or Coordinator of School Culture and Climate will investigate the matter prior to issuing a suspension, except when the Executive Administrator has determined that an "emergency situation" exists, defined in E.C. Section 48911[c] a "clear and present danger to the lives, safety, or health of pupils or school personnel." The school Executive Administrator or Coordinator of School Culture and Climate will be responsible for each of the following responsibilities:

1. Collect relevant information surrounding the incident;
2. Identify and interview witness(es) and the accused student;
3. Secure verbal and written statements from the accused student victim(s) and witness(es) who observed the incident and may corroborate any piece of information obtained;
4. Review the appropriate pupil records, such as cumulative record, and, when applicable, Individualized Education Program (IEP);
5. Contact law enforcement, as applicable;
6. Maintain contact with law enforcement and proceed with the discipline process as appropriate.

The Executive Administrator or Coordinator of School Culture and Climate will commence and conclude an investigation for reported incidents—a The Executive Administrator or Coordinator of School Culture and Climate will ensure a fair and thorough process while collecting evidence and investigating reported concerns.

### **Student Suspension Prior to Expulsion**

Staff will take immediate and appropriate steps to investigate, to determine what occurred, and take prompt and reasonable steps to ensure a safe campus for everyone. Every effort will be made to hold an informal conference prior to suspension with the student and their parent/guardian. At this conference, the Executive Administrator or Coordinator of School Culture and Climate will:

1. Discuss with the student and parent/guardian the details surrounding the charge(s).
2. Provide the student and parent/guardian the opportunity to respond to the charge(s) and to present a defense.
3. Inform the student and parent/guardian of the grounds upon which a suspension is based, if a suspension is warranted.

4. Encourage the student to write a statement concerning the alleged misconduct and to sign and date it.

The conference may be postponed if the Executive Administrator or Coordinator of School Culture and Climate determines that an emergency situation exists. If the student is suspended without conference, the parent/guardian shall be notified of the suspension and a conference will be requested as soon as possible. The student shall be provided with assignments for all courses for which they are enrolled during the term of the student suspension. The student's parent/guardian may pick-up assignments for the student daily in the Monseñor Main Office.

### **Expulsion Hearing**

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

The hearing will be presided over by a Discipline Committee (DC), consisting of at least four members, which will consist of an a YPICS Administrator, one teacher (that the student does not currently have), one counselor (that the student does not work directly with, if possible), and a Director (i.e. Director of Special Education, Community of Charter administrators within the LAUSD boundaries, and/ or other YPICS Directors), is convened by the Executive Director. This team is designed to be as impartial as possible, with considerations taken to minimize the chances that each staff member on the DC is familiar with the student. The DC hearing will occur in a closed session, unless the parent requests an open hearing in writing up to five (5) days before the hearing. After hearing all the evidence, the DC will make a decision whether or not to expel the student.

Written notice of the DC hearing will be forwarded to the student and the student's parent/guardian by the Executive Administrator or the Coordinator of School Culture and Climate at least 10 calendar days before the date of the hearing. This notice will include:

A decision, communicated via written notice, along with a record of expulsion, will be made within 10 school days after the conclusion of the expulsion hearing (unless the student requests in writing that the decision be postponed).

#### **This Pre-Hearing Notice will include:**

- a. The date and place of the hearing;
- b. A statement of the specific facts, charges and offense upon which the proposed expulsion is based;
- c. A copy of Monseñor's disciplinary rules that relate to the alleged violation;
- d. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor at the hearing.
- e. Notice that the student will be permitted to bring witnesses and present evidence on his or her behalf.

- f. Student and parent rights related to expulsion hearings including the right to counsel or the presence of an advocate, and/or language support.
- g. The right to inspect and obtain copies of all documents to be used at the hearing
- h. The right to confront and question all witnesses that testify at the hearing,
- i. The right to question all other evidence presented, and to present oral and documentary evidence on the pupil's behalf including witnesses.
- j. Special rules and procedures for incidents involving sexual assault and/or battery, presentation and cross examination of witnesses and other evidence
- k. Reasonable accommodations

### **The Hearing Process:**

- A. Presentation of the case: The Executive Administrator or Assistant Executive Administrator will provide factual evidence upon which the expulsion recommendation is based. The student or parent/representative will also have the right to present on the case and provide relevant context, and language support services will be provided.
- B. Evidence: The Executive Administrator or Coordinator of School Culture and Climate will provide credible evidence to support the recommendations for expulsion. The student or parent/representative will have the right to provide credible evidence to support the case. While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A recommendation by the Discipline Committee to expel must be supported by substantial evidence presented at the hearing that the student committed an expellable offense. If, due to a written request by the expelled pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, complaining witness shall have the right to have his or her testimony heard in a session closed to the public.
- C. Witnesses: The Executive Administrator or Coordinator of School Culture and Climate will present any witnesses who will testify on behalf of the Charter School. If the witness is a student, the Executive Administrator will obtain parental consent. The student or parent/representative will have the right to call upon any witnesses to testify on his/her behalf including Parent Advocate or Legal Counsel.
- D. A reasonably accurate and complete record of the hearing shall be made and may be maintained by any means, including electronic recording or minutes taken of the proceeding. If electronic recording is used, it must permit a reasonably accurate and complete transcription of the proceedings. Minutes or transcripts are provided to parents/guardians.

## **Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses**

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

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



presiding official shall admonish the support person or persons not to prompt, sway, or influence the witness in any way. Nothing shall preclude the presiding officer from exercising their discretion to remove a person from the hearing whom they believe is prompting, swaying, or influencing the witness.

8. The testimony of the support person shall be presented before the testimony of the complaining witness and the complaining witness shall be excluded from the hearing room during that testimony.
9. Especially for charges involving sexual assault or battery, if the hearing is to be conducted in public at the request of the student being expelled, the complaining witness shall have the right to have their testimony heard in a closed session when testifying at a public meeting would threaten serious psychological harm to the complaining witness and there are no alternative procedures to avoid the threatened harm. The alternative procedures may include videotaped depositions or contemporaneous examination in another place communicated to the hearing room by means of closed-circuit television.
10. Evidence of specific instances of a complaining witness' prior sexual conduct is presumed inadmissible and shall not be heard absent a determination by the entity conducting the hearing that extraordinary circumstances exist requiring the evidence be heard. Before such a determination regarding extraordinary circumstances can be made, the witness shall be provided notice and an opportunity to present opposition to the introduction of the evidence. In the hearing on the admissibility of the evidence, the complaining witness shall be entitled to be represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

### **Post Hearing**

The decision of the Discipline Committee shall be in the form of written findings of fact made within ten (10) school days following the conclusion of the hearing. If the Discipline Committee decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program.

### **Notice of Decision**

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

After the DC delivers its decision, as well as findings of fact and conclusions to the Executive Administrator, the Executive Administrator or Designee will attempt to notify the parents/guardians by telephone or in person of the decision. Whether or not such oral notice is

accomplished, if a decision to expel is made, Monseñor sends the parents/guardians written notice of the decision, including the findings and conclusions within 72 hours of the decision.

**This notice will include the following:**

- a. The specific offense(s) committed by the student for any of the acts listed under “Grounds for Suspension and Expulsion.”
- b. Notice of the student or parent/guardian’s obligation to inform any new district in which the student seeks to enroll of the student’s status with Monseñor;
- c. The reinstatement eligibility review date;
- d. Copy of the rehabilitation plan;
- e. The type of educational placement options during the period of expulsion;
- f. Appeal procedures.

A record of the hearing will be created and maintained by any means including electronic recording, as long as a reasonably accurate and complete written transcription of the hearing can be made. A Fact and Findings document will be prepared in order to summarize the evidence presented at the hearing to substantiate the expulsion decision by the Monseñor Discipline Committee. This document shall serve as a summary of the conclusions regarding the underlying facts of the case under consideration by the Monseñor Discipline Committee. The Fact and Findings documents will be included with the expulsion order and any other recommendations that the Discipline Committee deems appropriate. If a student is expelled, YPICS will assist the parent/guardians in finding a new and appropriate placement for an expelled student by providing them information about alternative placement options such as, Community Day Schools, Opportunity Schools, and other charter schools and placement suggested by the district.

**Disciplinary Records**

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

**Appeal of Expulsion**

Expulsion Appeals shall be brought to the Monseñor Board of Trustees.

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

If a student is under an expulsion order from another school district or school, all information including the student's rehabilitation plan must be provided to the YPICS Charter School Board of Trustees for review. The Board of Trustees will determine if enrollment will be granted upon review of expulsion on a case-by-case basis.

Any incident of violent and/or serious student behavior shall be communicated to the district/school to which the student matriculates via phone or submission of the expulsion order via certified mail.

## 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(c)(5)(K).)*

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

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

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

### **Certificated Staff Members**

All eligible full-time certificated employees will participate in the State Teachers’ Retirement System (STRS). Employees will contribute the required percentage, and YPICS will contribute the employer’s portion required by STRS. All withholdings from employees and the Charter School will be forwarded to the STRS Fund as required. YPICS will submit all retirement data through LACOE and will comply with all policies and procedures for payroll reporting.

Employees will accumulate service credit years in the same manner as all other members of STRS. The YPICS’ Board of Trustees retains the option to consider any other public or private retirement plans and to coordinate such participation with existing programs, as it deems appropriate.

Life, health, dental, vision, and related benefits will also be provided to all full-time employees at the cost of the school. Employees will earn paid legal holidays.

### **Classified Staff Members**

All full-time classified employees will be covered by a 403(b) retirement plan. All full-time eligible employees will be covered by the Federal Social Security program. Full-time employees accrue 15 days of paid vacation per year. Vacation is accrued on a monthly basis (*i.e.*, a full-time employee accrues one and one quarter vacation day per month). Life, health, dental, vision, and related benefits will also be provided to all full-time employees at the cost of the school. Employees will earn paid legal holidays.

### **Other Staff Members**

Mandatory benefits such as workers' compensation, unemployment insurance, Medicare, and social security (for non-STRS members) will be provided **by YPICS**. Other full-time employees may participate in the Charter School's 403(b) retirement plan. Life, health, dental, vision, and related benefits will also be provided to all full-time employees at the cost of the school. Employees will earn paid legal holidays.

## 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(c)(5)(L).)***

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

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

As a school of choice, Monseñor Oscar Romero Charter School does not have restricted enrollment based on residence, income, and other protected classes under Federal law. Parents and students will be informed of their public-school attendance alternatives during the enrollment process through such publications as the District’s School Choices brochure. No student shall be required to attend the Charter School.

### Element 13 – Rights of District Employees

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

Job applicants for positions at Monseñor Oscar Romero Charter Middle School will be considered through an open process, and if hired, will enter into a contractual agreement with the Charter School. Monseñor will enter into a collective bargaining agreement with its employees if the employees and the YPI Charter Schools, Inc. Board of Trustees jointly elect to do so. Otherwise, all employees will be individually contracted at a level competitive with the District’s salary schedules. The individual agreements will address, among other issues, salary, health and welfare benefits, work schedules and responsibilities, accountability measurements, and standards for performance evaluations.



## 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(c)(5)(N).)*

### GENERAL PROVISIONS

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

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

### PROPOSITION 39 DISPUTES

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

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

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

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

Yvette King-Berg, Executive Director

Monseñor Oscar Romero Charter School  
2670 West 11<sup>th</sup> Street  
Los Angeles, CA 90006

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

#### **NON-PROPOSITION 39 DISPUTES**

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

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

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

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

Yvette King-Berg, Executive Director  
Monseñor Oscar Romero Charter School  
2670 West 11<sup>th</sup> Street  
Los Angeles, CA 90006

- 2) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been otherwise resolved by mutual agreement, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 5) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.

## Element 15 – Charter School Closure Procedures

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

### **REVOCATION OF THE CHARTER**

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

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

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

Pursuant to Education Code section 47607.3, a charter school identified for needing assistance and provided advice and assistance from the California Collaborative for Educational Excellence based on failure to satisfy state evaluation rubrics may be subject to revocation.

### **CLOSURE ACTION**

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

### **CLOSURE PROCEDURES**

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

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

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

### **Notification of Closure Action**

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

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

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

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

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

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

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

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

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

Notification of employees and vendors shall include:

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

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

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

### **Records Retention and Transfer**

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

1. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.
4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).
7. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must



provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.

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

### **Financial Close-Out**

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

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

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

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

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not LAUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

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

1. Preliminary budgets
2. Interim financial reports
3. Second interim financial reports

#### 4. Final unaudited reports

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

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

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

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

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

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

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

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

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

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

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

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

## Additional Provisions

### **FACILITIES**

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

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

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

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

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

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

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

District user groups, Charter School agrees that it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).

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

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

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

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

**Occupancy and Use of the Site:** Prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the CSD. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material

amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the CSD for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

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

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

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

## **INSURANCE**

### **Insurance Requirements**

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

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

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and 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. Coverage shall be maintained with no Self-Insured Retention above



\$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.

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

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies and alternative methods of coverage as approved by the District. Where specifically required above, and with respect to any other coverage for which such endorsements and/or provisions are available, each 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 at the outset of the Charter agreement and within 30 calendar days of the inception or effective date of any new policies, renewals, or changes, certificates of insurance evidencing such coverage and 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.”

With respect to the coverages for which additional insured status is required as set forth above, the certificate(s) of insurance shall reflect Los Angeles Unified School District's and Its Board of Education's status as named additional insureds thereunder, and shall attach a copy of the endorsement(s) extending such coverage.

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

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

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

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

## **FISCAL MATTERS**

### **District Oversight Costs**

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

### **Cash Reserves**

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

### **Third Party Contracts**

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

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

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

### **Student Body Funds**

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

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

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

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

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

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

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

**Fiscal Policies and Procedures**

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

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

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

### **Local Control and Accountability Plan**

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

# ADDENDUM

## Assurances, Affirmations, and Declarations

[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(e)(1).)
- Not charge tuition. (Ed. Code § 47605(e)(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, including immigration status. (Ed. Code § 47605(e)(1); Ed. Code § 220.)
- Except as provided in Education Code section 47605(e)(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(e)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(e)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation, and shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B).)
- Charter school shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4).)
- 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(e)(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(d)(1).)
- Consult, on a regular basis, with Charter School's parents, legal guardians, and teachers regarding the school's educational programs. (Ed. Code § 47605(d)(2).)

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

NOTE: This Charter contains specific "Federal, State and District Required Language" (FSDRL), including the *Assurances, Affirmations, and Declarations* section above. The FSDRL should be highlighted in gray within each Charter element or section. The final section of the Charter provides a consolidated addendum of the FSDRL. This intentional redundancy facilitates efficient charter petition review while ensuring ready access to the FSDRL 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 FSDRL contained in the addendum, the provisions of the FSDRL addendum shall control.

## **Element 1 – The Educational Program**

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

*“The annual goals for the charter school for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, 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(c)(5)(A)(ii).)*

*“If the proposed charter school will serve high school pupils, a description of the manner in which the charter school will inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements. Courses*



*offered by the charter school that are accredited by the Western Association of Schools and Colleges may be considered transferable and courses approved by the University of California or the California State University as creditable under the “A” to “G” admissions criteria may be considered to meet college entrance requirements.” (Ed. Code § 47605(c)(5)(A)(iii).*

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

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

### **ACADEMIC CALENDAR AND SCHEDULES**

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

### **MATHEMATICS PLACEMENT**

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

### **TRANSITIONAL KINDERGARTEN**

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

### **WASC ACCREDITATION**

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

## **ENGLISH LEARNERS**

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

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

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

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

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

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

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

## **STUDENTS WITH DISABILITIES**

### **Federal Law Compliance**

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

### **Special Education Program**

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

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

### **SELPA Reorganization**

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

the Charter-operated Programs section receive support from a Special Education Director for the Charter-operated Programs.

### **Use of District’s Special Education Policies and Procedures and Data Systems**

All charter schools approved by the LAUSD Board of Education are bound by and must adhere to the terms, conditions and requirements of orders imposed upon the District pertaining to special education. 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.

All charter schools are required to interface with My Integrated Student Information System (MiSiS) via a web based Application Programming Interface (API). MiSiS is a suite of applications which is designed to capture all student data.

### **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 pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.” (Ed. Code § 47605(c)(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(c)(5)(C).)*

### **MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM**

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

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

### **STANDARDIZED TESTING**

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

#### **Element 4 – Governance**

*“The governance structure of the charter school, including, but not limited to, the process to be followed by the charter school to ensure parental involvement.” (Ed. Code § 47605(c)(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 not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Ed. Code § 47604.)

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 comply with the Ralph M. Brown Act (“Brown Act”). All meetings of the Charter School’s governing board shall be called, held and conducted in accordance with the terms and provisions of Education Code section 47604.1 and the Brown Act including, but not limited to, those related to meeting access and recording, notice, agenda preparation, posting and reporting.

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(c).

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

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

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

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

The Charter School shall comply with Government Code Section 1090, et seq., as set forth in Education Code section 47604.1.

Charter School shall comply with the Political Reform Act of 1974. (Gov. Code § 81000 et seq.)

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

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

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

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

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

Charter School shall adopt and implement specific and continuing procedures for notifying applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with Charter School, that Charter School does not discriminate on the basis of sex or mental or

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

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

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

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



## **RESPONDING TO INQUIRIES**

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

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

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

## **NOTIFICATION OF THE DISTRICT**

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

## **STUDENT RECORDS**

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

## **PARENT ENGAGEMENT**

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

The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant students and currently enrolled students that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. (Ed. Code § 47605(n).)

### **FEDERAL PROGRAM COMPLIANCE**

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

### **Element 5 – Employee Qualifications**

*“The qualifications to be met by individuals to be employed by the charter school.”* (Ed. Code § 47605(c)(5)(E).)

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

### **ESEA/ESSA AND CREDENTIALING REQUIREMENTS**

Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers are appropriately

assigned and fully credentialed in accordance with applicable state requirements for certificated employment, including but not limited to the provisions of Education Code section 47605(1). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

## **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 require all of the following:*

*(i) That each employee of the charter school furnish it with a criminal record summary as described in Section 44237*

*(ii) For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (K), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (L) of paragraph (2) of subdivision (a) of Section 32282 (iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.” (Ed. Code § 47605(c)(5)(F).)*

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

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

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

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

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

### **Comprehensive School Safety Plan**

The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code section 32282(a)(2)(A)-(J):

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code section 49079
- A discrimination and harassment policy consistent with Education Code section 200
- Provisions of any schoolwide dress code that prohibits students from wearing "gang-related apparel" if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe and orderly environment conducive to learning at the Charter School
- The rules and procedures on Charter School discipline
- Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on Charter School campus(es) and at school-related functions.

### **CHILD ABUSE AND NEGLECT MANDATED REPORTER TRAINING**

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 Education Code section 44691.

### **Medication in School**

The Charter School will adhere to Education Code section 49423 regarding administration of medication in school. Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the epinephrine auto-injector as required by Education Code section 49414 and section 4119.2 of the Business and Professions Code, as they may be amended from time to time.

### **ATHLETIC PROGRAMS**

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

If the Charter School offers an interscholastic athletic program, it shall develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire and regularly test and maintain at least one automated external defibrillator (AED) for the Charter School, and make the AED available at on-campus athletic activities or events according to the requirements of Education Code sections 35179.4 and 35179.6.

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

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

### **CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING**

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

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

All teachers in Charter School shall obtain a certificate of clearance and satisfy the requirements for professional fitness pursuant to Education Code sections 44339, 44340, and 44341.

### **TRANSPORTATION SERVICES**

Effective July 1, 2025, Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.

### **WORKPLACE VIOLENCE PREVENTION PLAN**

Effective July 1, 2024, Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan, consistent with the requirements of Labor Code Section 6401.9.

### **HOMICIDE THREATS**

Charter School shall comply with all requirements under Education Code sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All Charter School employees and governing board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.

### **IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS**

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

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis pursuant to Education Code section 49450 et seq, 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.

### **MENTAL HEALTH EDUCATION**

If Charter School offers one or more courses in health education to students in middle or high school, Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code section 51925, *et seq.*

### **MENTAL HEALTH INFORMATION**

Charter School shall create and post a poster at the schoolsite identifying approaches and resources addressing student mental health in compliance with Education Code section 49428.5. The poster shall be displayed in English and any primary language spoken by 15 percent or more of students enrolled at the schoolsite as determined pursuant to Education Code section 48985. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the schoolsite. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.

### **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.

### **GUN SAFETY NOTICE**

Pursuant to Education Code section 49392, at the beginning of the first semester of each school year, Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.



### **SUICIDE PREVENTION POLICY**

If Charter School serves students in any grades Transitional Kindergarten/Kindergarten through 12, Charter School shall comply with the requirements of AB 2246 (2016) and AB 1767, codified in Education Code section 215, including but not limited to the requirement that the school's pupil suicide prevention policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts and adopted at a regular public hearing. The Charter School shall review, at a minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Charter School shall provide the CSD with a copy of its pupil suicide prevention policy for review upon request.

### **HUMAN TRAFFICKING PREVENTION RESOURCES**

If the Charter School serves students in any grades 6-12, it shall identify and implement the most appropriate methods of informing parents/guardians of human trafficking prevention resources as required by Education Code section 49381.

### **FEMININE HYGIENE PRODUCTS**

If the Charter School maintains any combination of classes in grades 6-12 that meets the 40% pupil poverty threshold required to operate a schoolwide program pursuant to Section 6314(a)(1)(A) of Title 20 of the United States Code, then it shall stock at least 50% of its restrooms with feminine hygiene products at all times, and shall not charge students for these products, as required by Education Code section 35292.6.

### **ALL GENDER RESTROOMS**

Pursuant to Education Code section 35292.5, on or before July 1, 2026, Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

### **NUTRITIONALLY ADEQUATE FREE OR REDUCED-PRICE MEAL**

The Charter School shall provide each needy student, as defined in Education Code section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code section 49553(a), during each school day.

### **RECESS**

Except where a field trip or other educational program is taking place, if the Charter School provides recess, to the extent required by Education Code section 49056, Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, for at least 30 minutes on regular instructional days and at least 15 minutes on early



release days. Charter School shall not restrict a student’s recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.

### **CALIFORNIA HEALTHY YOUTH ACT**

The Charter School shall teach sexual health education and human immunodeficiency virus (“HIV”) prevention education to students in grades 7-12, at least once in middle school and at least once in high school, pursuant to the California Healthy Youth Act. (Ed. Code § 51930, et seq.)

### **BULLYING PREVENTION**

Charter School shall adopt procedures for preventing acts of bullying, including cyberbullying, and shall annually make available the online training module developed by the California Department of Education pursuant to Education Code section 32283.5(a) to certificated schoolsite employees and all other schoolsite employees who have regular interaction with pupils.

### **LGBTQ RESOURCES TRAINING**

Charter School recognizes that it is encouraged to use schoolsite and community resources developed by the State Department of Education for the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ) pupils to provide training at least once every 2 years to teachers and other certificated employees at each Charter School schoolsite that serves pupils in grades 7 to 12, to increase support for LGBTQ pupils and thereby improve overall school climate. (Ed. Code § 218.)

### **TRANSPORTATION SAFETY PLAN**

The Charter School shall develop and maintain a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, the Charter School shall ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Ed. Code § 39831.3; Veh. Code § 28160.)

### **Element 7 – Means to Achieve Racial and Ethnic, Special Education, and English Learner, including Redesignated Fluent English Proficient Pupils Balance**

*“The means by which the school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, 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(c)(5)(G).)*

## **COURT-ORDERED INTEGRATION**

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

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

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

## **Element 8 – Admission Policies and Procedures**

*“Admission policies and procedures, consistent with subdivision (e).” (Ed. Code § 47605(c)(5)(H).)*

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

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

## **HOMELESS AND FOSTER YOUTH**

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

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

### **NON-DISCRIMINATION**

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

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

Charter School shall not discourage a student from enrolling or seeking to enroll in the Charter School, nor encourage a current student from disenrolling, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, homeless, economically disadvantaged, or a foster youth. The Charter School shall not request or require a student's records to be submitted before enrollment. The Charter School shall post on its web site the California Department of Education notice of these requirements and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquiries about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Ed. Code §§ 47605, 47605.6)

Charter School shall adopt policy that is consistent with the model policy developed by the California Attorney General addressing the Charter School's response to immigration enforcement, notify parents/guardians of their children's right to a free public education regardless of immigration status or religious beliefs, prohibit the collection of information or documents regarding the immigration status of students or their family members, and fulfill other requirements of Education Code section 234.7.

### **PREGNANT AND PARENTING STUDENT ACCOMMODATIONS**

Charter School shall provide specified accommodations to pregnant and parenting students, including, but not limited to, the provision of parental leave and reasonable accommodations on campus to a lactating student to express breast milk, breastfeed an infant child, or address other needs related to breastfeeding. The Charter School shall notify pregnant and parenting students

and parents/guardians of the rights and options available to pregnant and parenting students. (Ed. Code §§ 222, 222.5, 46015.)

### **SEXUAL HARASSMENT POLICY NOTICE**

The Charter School shall create a poster that notifies students of the applicable policy on sexual harassment in accordance with Education Code section 231.6, and shall prominently and conspicuously display the poster in each bathroom and locker room at each schoolsite and in public areas at each schoolsite.

If the charter school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level. If Charter School operates multiple school sites, this information shall be disaggregated by school site. (Ed. Code § 221.9.)

### **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(c)(5)(I).)*

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

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

- k. Provisional Budget – Spring prior to operating fiscal year
  - l. Final Budget – July of the budget fiscal year
  - m. First Interim Projections – November of operating fiscal year
  - n. Second Interim Projections – February of operating fiscal year
  - o. Unaudited Actuals – July following the end of the fiscal year
  - p. Audited Actuals – December 15 following the end of the fiscal year
  - q. Classification Report – monthly according to Charter School’s Calendar
  - r. Statistical Report – monthly according to Charter School’s Calendar of Reports
- In addition:
- P1, first week of January
  - P2, first week of April
- s. Instructional Calendar – annually five weeks prior to first day of instruction

- t. Other reports as requested by the District

## **Element 10 – Suspension and Expulsion Procedures**

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

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

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

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

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

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

*(iv) A foster child’s educational rights holder, attorney, and county social worker and an Indian child’s tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.” (Ed. Code § 47605(c)(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.. 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.

No student shall be involuntarily removed by the Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the basis for which the pupil is being involuntarily removed and his or her right to request a hearing to challenge the involuntary removal. If a parent, guardian, or educational rights holder requests a hearing, the Charter School shall utilize the same hearing procedures specified below for expulsions, before the effective date of the action to involuntarily remove the student. If the student's parent, guardian, or educational rights holder requests a hearing, the student shall remain enrolled and shall not be removed until the Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include removals for misconduct which may be grounds for suspension or expulsion as enumerated in this section.

### **HOMEWORK TO SUSPENDED STUDENTS**

For any student who has been suspended from school for two or more schooldays, Charter School shall provide student with the homework the student would otherwise have been assigned if requested by the student or student's parent/guardian. If a homework assignment is requested and turned in to the student's teacher either upon the student's return to school from suspension or within the timeframe originally prescribed by the teacher, whichever is later, but it is not graded before the end of the academic term, then that assignment shall not be included in the calculation of the pupil's overall grade in the class. (Ed. Code § 48913.5)

### **STUDENTS WITH DISABILITIES**

Charter School shall establish and implement policies and procedures to ensure full compliance with federal and state laws and regulations regarding the discipline of students with disabilities. If



a student is recommended for expulsion and the student receives or is eligible for special education, pending the completion of the expulsion process, Charter School shall identify and provide special education programs and services at an appropriate interim educational placement determined in coordination with the LAUSD Division of Special Education.

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

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

#### **NOTIFICATION OF THE DISTRICT**

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

- Completed “Notification of Charter School Expulsion” [form available from the CSD website or office], including attachments as required on the form
- Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that Charter School’s policies and procedures were followed
- Copy of parental notice of expulsion hearing
- Copy of expulsion notice provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student’s compliance for reinstatement, appeal process, and options for enrollment
- If the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA 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 Section 504 Plan?

Notwithstanding and apart from the documentation sent to the Charter Schools Division as indicated above, if the student is a resident of a school district other than LAUSD, Charter School must notify the superintendent of the student’s district of residence within 30 days of the expulsion. Additionally, upon request of the receiving school district, Charter School shall forward student



records no later than 10 school days from the date of the request as stated in Education Code section 49068 (a) and (b).

### **OUTCOME DATA**

Charter School shall gather and maintain all data related to placement, tracking, and monitoring of student suspensions, expulsions, involuntary removals, 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(c)(5)(K).)*

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

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

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

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

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

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

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

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

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

### **GENERAL PROVISIONS**

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

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

### **PROPOSITION 39 DISPUTES**

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

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

or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.

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

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

Director/Principal  
[Charter School Name]  
[Charter School Address]

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

- 10) If the mediation is not successful, either party may then initiate a civil action. Venue for any civil action between the parties shall be the Los Angeles County Superior Court.

### **NON-PROPOSITION 39 DISPUTES**

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

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

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

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

Director/Principal  
[Charter School]  
[Charter School Address]

- 7) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 8) If the Dispute has not been otherwise resolved by mutual agreement, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.

- 9) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 10) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.

#### **Element 15 – Charter School Closure Procedures**

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

#### **REVOCATION OF THE CHARTER**

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

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

Prior to revocation, and in accordance with Education Code section 47607(g) and state regulations, the LAUSD Board of Education will notify Charter School in writing of the specific violation, and give Charter School a reasonable opportunity to cure the violation, unless the LAUSD Board of Education determines, in writing, that the violation constitutes a severe and imminent threat to the

health or safety of the pupils. Revocation proceedings are not subject to the dispute resolution provisions set forth in this Charter.

Pursuant to Education Code section 47607.3, a charter school identified for needing assistance and provided advice and assistance from the California Collaborative for Educational Excellence based on failure to satisfy state evaluation rubrics may be subject to revocation.

### **CLOSURE ACTION**

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

### **CLOSURE PROCEDURES**

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

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

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

### **Notification of Closure Action**

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

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



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

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

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

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

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

3. A description of the circumstances of the closure
4. The location of student and personnel records

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

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

Notification of employees and vendors shall include:

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

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

### **Records Retention and Transfer**

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

10. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and

inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.

11. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.
12. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.
13. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
14. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
15. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).
16. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.
17. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
18. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

## **Financial Close-Out**

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

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

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

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

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not LAUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Additional Provisions**

### **FACILITIES**

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

### **District-Owned Facilities**

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

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

For a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process, the term may be co-terminous with the approved Charter, as permitted by law. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the LAUSD Board of Education with the renewal of the

charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.

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

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

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

- Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. Separate and apart from its right as authorizer to observe and inspect any part of the charter school at any time pursuant to Education Code 47607(a)(1), the District shall have and reserves the right to inspect District facilities upon reasonable notice to Charter School.
- Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
- Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
- Programs, Services, and Activities Outside Instructional Program; Third Party Vendors:



- (i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term “instructional program” is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on “average daily attendance” and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.
- (ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.
- Minimum Payments or Charges to be Paid to District Arising from the Facilities:
  - (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 non-District-owned school site and/or facility, Charter School shall ensure that the site and/or facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, and notices issued by any authorized building and safety agency. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and shall promptly provide such documentation to the CSD upon request.

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

**Asbestos Management:** Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that

any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

## **INSURANCE**

### **Insurance Requirements**

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

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

The following insurance policies are required:

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 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. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
6. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
7. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
8. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment, or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.

10. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
11. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
12. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy. Whether this coverage is separately issued or included by endorsement to another policy, such coverage 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.
13. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
14. Excess/Umbrella Liability insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies and alternative methods of coverage as approved by the District. Where specifically required above, and with respect to any other coverage for which such endorsements and/or provisions are available, each 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 at the outset of the Charter agreement and within 30 calendar days of the inception or effective date of any new policies, renewals, or changes, certificates of insurance evidencing such coverage and 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.”

With respect to the coverages for which additional insured status is required as set forth above, the certificate(s) of insurance shall reflect Los Angeles Unified School District's and Its Board of Education's status as named additional insureds thereunder, and shall attach a copy of the endorsement(s) extending such coverage.

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

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

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

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

### **FISCAL MATTERS**

#### **District Oversight Costs**

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

#### **Cash Reserves**

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

### **Third Party Contracts**

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

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

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

### **Student Body Funds**

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

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

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

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

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

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

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

### **Fiscal Policies and Procedures**

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

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

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

### **Local Control and Accountability Plan**

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