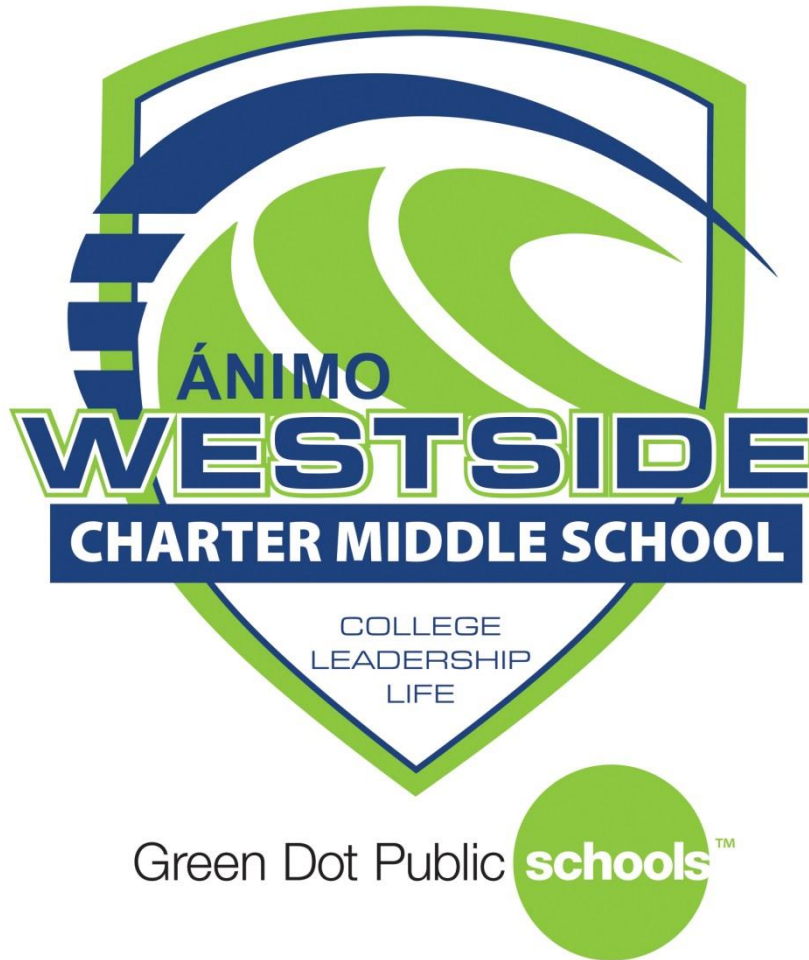


**Ánimo Westside Charter Middle School**  
A California Public Charter School



**Request for Five-Year Renewal Term**  
**July 1, 2015 to June 30, 2020**

**Submitted to the Board of Education of the**  
**Los Angeles Unified School District**  
**September 24, 2014**

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## Assurances and Affirmations

Ánimo Westside Charter Middle School (also referred to herein as “Ánimo Westside” and “Charter School”) shall:

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

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

## Element 1: The Educational Program

### CA Education Code 47605(b)(5)(A)(i)

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

### CA Education Code 47605(b)(5)(A)(ii)

*“A description, for the charter school, of annual goals, for all pupils and for each subgroup of pupils identified pursuant to Section 52052, to be achieved in the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school, and specific annual actions to achieve those goals. A charter petition may identify additional school priorities, the goals for the school priorities, and the specific annual actions to achieve those goals.”*

### CA Education Code 47605(b)(5)(A)(iii)

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

GENERAL INFORMATION	
• The contact person for Charter School is:	Lemuel “Mack” Mossett
• The contact address for Charter School is:	5456 McConnell Avenue Los Angeles, CA 90066
• The contact phone number for Charter School is:	(323) 565-3251
• The address of Charter School is:	5456 McConnell Avenue Los Angeles, CA 90066 <sup>1</sup>
• This location is in LAUSD Board District:	4
• This location is in LAUSD Educational Service Center:	West
• The grade configuration of Charter School is:	6-8
• The number of students in Year 1 of the renewal term will be:	450
• The grade level(s) of the students in the first year will be:	6-8
• The scheduled opening date of Charter School is:	June 16, 2015
• The enrollment capacity is: (Enrollment capacity is defined as all students who are enrolled in Charter School regardless of student residency).	500
• The type of instructional calendar (e.g. traditional/year-round, single track/multi-track, extended day/year) will be:	Traditional
• The bell schedule for Charter School will be:	See Element 1, “Sample Bell Schedule (Daily Schedule)”
• The term of this charter shall be from:	July 1, 2015 to June 30, 2020

<sup>1</sup> Ánimo Westside relocated to an independent facility in 2014-2015 because its Prop 39 co-located space at Cowan Elementary was no longer large enough to accommodate the school’s growing enrollment.

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

Green Dot Public Schools California (“Green Dot”), a non-profit charter management organization, is leading the charge to help transform public education so all students graduate prepared for high school, college, leadership and life. Green Dot’s efforts are helping to implement a small schools model for all schools, and are raising the public’s awareness around the need for high quality, small public middle schools and high schools.

Green Dot currently operates 21 successful charter schools, serving nearly 10,500 students, in some of the highest-need areas of Los Angeles. Our schools are located in the following communities: South Los Angeles, Watts, Boyle Heights, Inglewood, Lennox and Venice.

Ánimo Westside Charter Middle School (“Ánimo Westside” or “Charter School” or “School”) is a charter middle school opened by Green Dot in 2011. Since its opening, the school has existed to meet the specific needs of the students and community it serves. Ánimo Westside provides students in Venice, Marina del Rey, Playa Vista and Westchester with an alternative choice for their middle school public education.

### ***Success of the Innovative Features of the Educational Program***

Ánimo Westside provides students and parents with a small school environment, personalized approach to learning, and rigorous curriculum. The school’s focus on quality teaching and curriculum is demonstrated by the staff’s implementation of the College-Ready Teaching Framework, intensive professional development on Green Dot’s academic model and Signature Strategies, and adoption of the Green Dot Common Assessment Program in all core subjects (i.e., Common Core-aligned unit assessments) to measure student mastery and drive instructional decisions. In addition, there is a college-going culture on the campus that permeates all aspects of the school.

### ***Success of the School’s Educational Program in Meeting the Specific Needs of its Student Population***

Ánimo Westside’s educational program successfully meets the needs of its diverse student population.

Examples of these supports include:

- Implementation of all three tiers of the Multi-Tier System of Supports in Literacy, Math, English Language Development and Special Education
- Intensive interventions for students requiring additional enrichment and support, including Literacy Enrichment, Math Foundations, individualized tutoring, classroom push-in and co-teaching models and small strategic groupings
- An Advisory program for all students to prepare them with the tools and behaviors to succeed in high school, college, leadership and life – covering topics such as: academic preparation, promotion of college awareness, developing strong peer relationships, developing life skills in areas such as resiliency/grit, growth mindset, organization, communication, health/nutrition and personal finance
- Integrated wraparound services to help address social and non-academic barriers to student learning including small group counseling and individual student counseling
- Proactive and positive student behavior management, including various alternatives to suspension
- Opportunities for students to explore student leadership and other interests through participation in elective courses, student government, after-school programs and clubs

### ***Academic Performance Data***

Based on its record of performance, Ánimo Westside has successfully implemented its educational program which is evidenced most clearly by its student achievement. Ánimo Westside’s 2013 Growth API was 794, and the school had an API State Rank of 5 and an API Similar Schools Rank of 9. Ánimo Westside’s academic performance has outperformed that of nearby middle schools including: Mark Twain Middle School (whose 2013 Growth API was 715, API State Rank was 2 and API Similar Schools

Rank was 3), Marina del Rey Middle School (whose 2013 Growth API was 743, API State Rank was 3 and API Similar Schools Rank was 6) and Daniel Webster Middle School (whose 2013 Growth API was 711, API State Rank was 2 and API Similar Schools Rank was 8).

Additionally, Ánimo Westside's 2013 standardized testing data has also met or outperformed that of nearby resident and comparison middle schools in students scoring proficient and advanced in ELA and Math.

2012-2013 CST ELA and Math Results	ELA Prof. & Adv.	Math Prof. & Adv.
<b>Ánimo Westside</b>	<b>51%</b>	<b>50%</b>
Mark Twain Middle School	36%	35%
Marina del Rey Middle School	48%	32%
Daniel Webster Middle School	41%	33%
Orville Wright Engineering and Design Magnet	48%	31%
Audubon Middle School	36%	23%
Marina del Rey Middle School	48%	32%
Horace Mann Junior High	22%	9%

Source: CDE Dataquest reports.

Please see below for an analysis of the 2013 standardized testing data comparing Ánimo Westside, Mark Twain Middle School, Marina del Rey Middle School and Daniel Webster Middle School by grade levels and statistically significant subgroups.

2012-2013 CST ELA and Math Results by Subgroup	ELA		Math	
	6 <sup>th</sup> Grade Prof. & Adv.*	7 <sup>th</sup> Grade Prof. & Adv.*	6 <sup>th</sup> Grade Prof. & Adv.*	7 <sup>th</sup> Grade Prof. & Adv.*
<b>Economically Disadvantaged</b>				
<b>Ánimo Westside</b>	<b>39%</b>	<b>47%</b>	<b>36%</b>	<b>49%</b>
Mark Twain Middle School	39%	34%	54%	35%
Marina del Rey Middle School	53%	47%	41%	28%
Daniel Webster Middle School	39%	37%	26%	20%

Source: CDE Dataquest reports.

\* Ánimo Westside did not have an 8<sup>th</sup> grade during the 2012-13 school year.

\*\*Economically Disadvantaged students were the only statistically significant subgroup at Ánimo Westside.

### ***Areas of Challenge the School has Experienced and How They will be Improved in the New Charter Term***

In the new charter term, the school will continue to improve upon its implementation of the academic program and continue to promote a strong and supportive school environment for all students. In particular, Ánimo Westside will focus on the growth and academic achievement of all student subgroups in core subjects, and will monitor their performance and progress through its assessment program. Ánimo Westside will continue to work to meet the needs of its increasing special education population, which has grown every year and is currently at 17.4%. Additionally, Ánimo Westside is committed to strengthening its school culture, and will further its implementation of positive behavior supports and alternatives to suspension to achieve this in the new charter term.

### Surrounding Schools Demographic and Performance Data for 2013-2014

SURROUNDING SCHOOLS DEMOGRAPHIC AND PERFORMANCE DATA														
Address: 5456 McConnell Avenue, Los Angeles, CA 90066														
LAUSD Schools	# of Students SY13-14	% Students Eligible for Free/Reduced Lunch	% of Special Ed. Students	% of English Learners	% Major Ethnicity #1	% Major Ethnicity #2	% Major Ethnicity #3	2013 Growth API	Met Schoolwide Growth Target?	Met Subgroup Growth Targets?	2011-2013 API 3 Year Average	2013 API Statewide Rank	2013 API Similar Schools Rank	School Performance Framework Classification (SPF)
Mark Twain Middle	685	82.0%	12.1%	17.2%	Hispanic 76.6%	Black 13.9%	White 6.0%	715	No	No	711	2	3	Focus
Marina Del Rey Middle	716	81.6%	13.4%	13.0%	Hispanic 53.9%	Black 37.3%	White 5.0%	743	Yes	No	736	3	6	Service & Support
Palms Middle	1508	57.6%	7.3%	5.7%	Hispanic 40.8%	Black 26.7%	White 16.2%	879	Yes	No	870	9	10	Achieving
Orville Wright Engineering And Design Magnet	649	65.9%	11.7%	2.8%	Black 66.7%	Hispanic 22.2%	White 6.6%	737	No	No	749	3	3	Unavailable
Charter Schools														
Ánimo Westside Charter Middle	351	63.8%	13.2%	6.3%	Hispanic 45.0%	Black 21.7%	White 3.4%	794	No	No	N/A	5	9	N/A
ICEF Vista Middle Academy	212	49.5%	13.6%	40.6%	Hispanic 93.9%	Black 3.8%	White 0.9%	798	Yes	Yes	785	6	10	Service & Support
New West Charter Middle	654	9.5%	10.2%	1.7%	White 48.3%	Hispanic 24.3%	Black 10.2%	911	Yes	Yes	925	10	8	N/A
La Tijera Academy of Excellence Charter School	688	88.8%	13.2%	7.3%	Black 74.4%	Hispanic 24.3%	Asian 0.4%	668	Yes	No	673	1	3	N/A

Data Sources: CDE Dataquest reports including SY13-14 School Enrollment (# of students, % major ethnicity), SY13-14 Free & Reduced Meals Program (% Students Eligible for Free/Reduced Lunch), SY13-14 English Learners (% of English Learners), 3-Year Average AP (API three year average), and 2013 Growth API (Growth API, % of Special Ed. Students, met school-wide/subgroup target, API state/similar school rank); LAUSD School Performance Framework (SPF)

Note: Ánimo Westside did not have a 2011-2013 API 3 Year Average because data was only available for 2 years. Ánimo Westside did not have a SPF calculation because in school year 2012-13, the school was still growing and did not have an 8<sup>th</sup> grade at that time (hence no Algebra 1 scores). % of Special Ed. Students calculated as total students with disabilities included in 2013 API divided by total school-wide students included in API.

### Student Population to be Served

Ánimo Westside shall be nonsectarian in its programs, curriculum, admission policies, employment practices and all other operations; shall not charge tuition, and shall not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code. Ed. Code § 47605(d)(1). While open to all students, Ánimo Westside will make a substantial effort to recruit underserved, low-income students in the neighborhoods of Venice, Marina Del Rey, Playa Vista and Westchester, in particular, those that would typically attend Marina del Rey Middle School, Mark Twain Middle School and Palms Middle School. Ánimo Westside has been able to recruit low-income students as demonstrated by its percentage of students qualifying for Free or Reduced Price Lunch status in 2014-2015 (i.e., 2014-2015 FRL is 75%, compared to 2013-2014 FRL of 57%). Additionally, Ánimo Westside has been successful in attracting students from different subgroups in similar proportions as its neighboring district schools. For instance, in 2014-2015, Ánimo Westside's special education population was over 17%. Please see Element 7 for more information on how Ánimo Westside will attract students from these neighborhoods. The table above shows the demographic and achievement data for Ánimo Westside's target student population.

### ***Enrollment***

Ánimo Westside serves students in grades six through eight. Starting school year 2015-16, the school will matriculate approximately 160-167 sixth grade students each year. At full enrollment, Ánimo Westside will serve 500 students. The table below shows Ánimo Westside's projected five-year enrollment.

### ***Projected Five-Year Student Enrollment***

<b>Grade</b>	<b>Year 1: 2015-16</b>	<b>Year 2: 2016-17</b>	<b>Year 3: 2017-18</b>	<b>Year 4: 2018-19</b>	<b>Year 5: 2019-20</b>
6	160	167	167	167	167
7	145	167	167	167	167
8	145	166	166	166	166
<b>Total</b>	<b>450</b>	<b>500</b>	<b>500</b>	<b>500</b>	<b>500</b>

### **Goals and Philosophy**

#### ***Mission Statement***

The mission of Ánimo Westside Charter Middle School ("Ánimo Westside" or "Charter School" or "School") is to prepare students for high school, college, leadership, and life through innovative instruction, a rigorous curriculum, and the use of the cutting-edge technology. Ánimo Westside Charter Middle School is committed to the education, development, and socioeconomic success of all students.

We achieve our mission through a thoroughly student-centered environment that fosters life-long learning, cross-cultural competency, social responsibility, and academic excellence. We align the efforts of family, community, and school to foster these values.

#### ***Vision Statement***

The school will create "agents of change" who will positively impact our communities. Our vision is that the majority of Ánimo Westside graduates will be successful in high school and college, and return to their home communities, with college degrees, to be the teachers, entrepreneurs, doctors, and lawyers that will revitalize Los Angeles. Graduates will be self-confident, self-disciplined, successful, proactive leaders who will excel in high school, college and beyond.

Our mission and vision statements are in line with current research and education practices. The school's underlying philosophy is based on the belief that all students can learn and will learn when they feel part of a community. Students are more likely to experience success when their home cultures are valued. To this end, our vision encourages parents to partner with faculty to create an atmosphere where all students can and will learn.

#### ***The Ánimo Student (A Description of What it Means to be an "Educated Person" in the 21st Century)***

Ánimo Westside students are "agents of change," individuals who will positively impact our communities. Ánimo Westside students will be confident, disciplined, successful, proactive leaders who will excel in high school, college and beyond. Green Dot Public School California ("Green Dot") has identified four goals that describe what it means to be an "agent of change" and an educated person in the 21st century.

<b>Goal #1: Ánimo Westside Students will be College-Directed Learners</b> <ul style="list-style-type: none"> <li>Able to think critically and analytically to understand complex concepts across the curriculum</li> </ul>	<b>Goal #2: Ánimo Westside Students will be Cultural Learners</b> <ul style="list-style-type: none"> <li>Aware of cultural differences, unique group histories and diverse perspectives</li> <li>Exposed to world languages and able to</li> </ul>
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<ul style="list-style-type: none"> <li>• Prepared for high school curriculum meeting A-G requirements</li> <li>• Knowledgeable of college requirements and the application process</li> <li>• Knowledgeable of career field choices and educational pathways</li> </ul>	<ul style="list-style-type: none"> <li>• understand the dynamics of language and culture</li> <li>• Able to communicate with sensitivity within and across diverse communities</li> </ul>
<p><b>Goal #3: Ánimo Westside Students will be Innovative Leaders</b></p> <ul style="list-style-type: none"> <li>• Able to model ethical behavior through involvement in school functions, clubs and committees</li> <li>• Able to contribute to the success of individuals and their community through voluntary service</li> <li>• Effective oral communicators in distinct situations</li> <li>• Informed participants in the democratic process</li> </ul>	<p><b>Goal #4: Ánimo Westside Students will be Life-Long Learners</b></p> <ul style="list-style-type: none"> <li>• Responsible, mature decision-makers</li> <li>• Goal-oriented in their personal pursuits</li> <li>• Able to integrate multiple uses of technology, including emerging technologies</li> <li>• Adaptive to a wide array of professional and cultural settings through exposure to events outside the immediate community</li> </ul>

### ***Means to Achieve Mission and Vision (How Learning Best Occurs)***

Most students learn best in a nurturing, supportive environment where they are known and treated as individuals, and where their background is honored. Accordingly, personal attention to individual students and sensitivity to their backgrounds is a cornerstone of the school. To ensure that students will receive the personalized attention they need, Ánimo Westside and all schools that Green Dot opens and operates will be based on the core values and academic model that Green Dot has developed over the past fourteen years. Both Green Dot's core values and academic model are described below, as well as the concepts and practices that are used to ensure they support the needs of the school's target population.

### ***Green Dot's Core Values***

The following core values guide the philosophical core of each and every Green Dot school:

- **An Unwavering Belief in all Students' Potential:** All young adults can be successful learners if they are provided with an excellent academic environment and the necessary tools.
  - Key practices:
    - Provide special intervention courses based on specific needs of student population
    - Provide tiered support for all students through our Response to Intervention model
    - Invest in Clinical Services to support retention and success of troubled students
    - Provide enrichment courses for high achieving and gifted students
- **Passion for Excellence:** Strive for excellence in all endeavors. Challenges can be overcome through commitment and passion.
  - Key practices:
    - Use technology and assessment platforms to give teachers and principals real-time access to data
    - Focus on Key Results: Administrators regularly review student performance data with peers and supervisors, and receive feedback on strengths and areas of improvement
    - Structure peer observations among teachers and maintain open door policy
- **Personal Responsibility:** Take responsibility and initiative in our lives and encourage accountability for our actions.
  - Key practices:

- Demonstrate personal integrity and high individual accountability
- **Respect for Others and the Community:** Respect others in our daily interactions and be positive impacts on our communities.
  - Key practices:
    - Foster collaboration with others
    - Promote a positive school culture
    - Provide students with opportunities to develop self-discipline, cooperation, and respect for others inside and outside of the classroom
    - Cultivate the school’s mission, vision and core values
    - Build effective community partnerships and external relations
- **All Stakeholders are Critical in the Education Process:** Young adults will receive the best educations when all stakeholders participate in the education process.
  - Key practices:
    - Provide opportunities for stakeholders to participate in the School Advisory Council
    - Host parent education workshops regarding accessing PowerSchool, A-G requirements, college access, conflict resolution and wellness
    - Ongoing satisfaction surveys to assess stakeholders opinions and areas of improvement for the school

### *Green Dot’s Academic Model*

Green Dot’s academic model is content-neutral and is implemented at all of Green Dot’s middle schools and high schools. The Green Dot academic model outlines the framework that allows Green Dot teachers and administrators to be successful and focuses on four key elements: 1) Ensuring Quality Teaching and Instruction, 2) Cultivating a College-going Culture, 3) Eliminating Barriers to Learning, and 4) Promoting Leadership and Life Skills. Implementation strategies are provided in the areas of curriculum, student intervention, professional development, parent participation and school operations to help principals and teachers make the most informed decisions for their schools.

1. **Ensuring Quality Teaching & Instruction:** Dedicated, effective teachers with a passion for their work and their students are at the heart of the Green Dot model. Green Dot ensures high quality teaching and instruction in every classroom through its research-based methods of instruction, teacher effectiveness initiatives and robust professional development and supports. At the heart of the TCRP Teacher Development and Evaluation System is the College-Ready Teaching Framework (“CRTF”) – a rubric that defines the core competencies expected of all Green Dot teachers. In addition, teachers will be able to pursue professional development and coaching support from the Instructional Coaches as well as from the Green Dot Home Office Education Team.
2. **Cultivating a College-going Culture:** Green Dot strives to attain high college acceptance rates by creating a culture of college-for-certain. School leaders create systems for ongoing academic counseling with counselors and advisor and offering college tours at every grade level. In addition, the school master schedule offers elective courses that support core content development (i.e., drama), as well as pre-AP pathways (i.e., honors courses in middle school and high school). Courses are structured to build students’ key cognitive strategies: intellectual openness, analysis, reasoning, accuracy and precision, and interpretation. School classrooms demonstrate the successful implementation of behavior management strategies. Support is provided to build key behaviors necessary for success in high school and college, such as self-monitoring, persistence, independent preparation abilities, and college-level study skills. Lastly, all Green Dot schools provide support to build students’ contextual awareness of college systems and culture.
3. **Eliminating Barriers to Learning:** Students come to Green Dot from a variety of backgrounds. Socially and emotionally, many require emotional guidance in order to be able to succeed

academically. Green Dot strives to provide the academic intervention, counseling and clinical services necessary to breakdown these barriers. Green Dot school leaders successfully implement all three tiers of the Response to Intervention Model by appropriately providing intervention in literacy, math, English Language Development and Special Education. Green Dot schools offer an Advisory program that academic guidance, school culture & safety; college and career; and personal development. Additionally, each school provides a menu of wrap-around services: mental health supports and psychological services; counseling groups; mentoring programs; and links to community partners for health and wellness programs.

4. **Promoting Leadership & Life Skills:** Green Dot aims to provide students with a broad set of tools, behaviors and skills to prepare them for college and beyond. Systems for student leadership such as student government, our student ambassador program, student mentorship, and the Principal's Advisory Committee give students internal leadership experience. External experience is available through partnerships with community programs, including public speaking opportunities, job shadowing, volunteer work, mentorships, and summer internships. Green Dot's Advisory programs teach and promote life skills necessary for all students to be successful in high school, college, leadership and life.

***Expected School-wide Learning Results (Goals for Enabling Students to Become and Remain Self-Motivated, Competent and Lifelong Learners)***

Expected School Wide Learning Results (ESLRs), designed in accordance with the Western Association of Schools and Colleges' (WASC) Focus on Learning Guide, embody the goals and high expectations that are maintained for Green Dot students. ESLRs for Ánimo Westside Charter Middle School include:

Awareness and Advocacy

- Ánimo Westside Scholars will apply their own awareness of their social and cultural surroundings to positively impact their community.
- Ánimo Westside scholars will identify and address the social injustice in their local and global communities as agents of change and promoters of ethics.
- Ánimo Westside Scholars will be empowered to advocate for themselves and others.

Empowerment

- Ánimo Westside Scholars are motivated learners who take responsibility for their success, and challenge their peers to achieve.
- Ánimo Westside scholars will engage in enrichment programs in order to develop comprehensive interests and skillsets transferrable to the academic classroom.
- Ánimo Westside scholars will enter high school with a high awareness of their strengths and challenges, and will be empowered with the tools to promote their personal success.

Efficacy

- Ánimo Westside scholars will utilize critical thinking and analytical skills to be adept in verbal and written communication.
- Ánimo Westside scholars will possess the skillsets to create and defend qualitative and quantitative arguments across the curriculum.

***School's Annual Goals and Description of Specific Actions to Achieve Each Goal***

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

Charter School acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula), as they may be amended from time to time, which

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

Refer to “Element 2, Measureable Pupil Outcomes and Element 3, Method by Which Pupil Progress Toward Outcomes will be Measured” for goals related to the Eight State Priorities as identified in the CA Education Code 52060(d) and the actions Ánimo Westside will take to achieve these goals. Ánimo Westside shall adopt any templates required by the State Board of Education in developing its LCAP.

## **Instructional Design**

### ***Curricular and Instructional Design and Structure***

Green Dot has developed a research-based curriculum appropriate to the student demographics it serves that includes the following: course offerings, textbooks, curriculum maps, pacing guides, sample lesson plans, interim assessments and intervention programs. The model is derived from the following continuum of research-based practices:

- **Planning and Preparation:** Based on “Essential Elements of Effective Instruction” by Madeline Hunter.
  - Madeline Hunter developed the teacher “decision-making model” for planning instruction known as Instructional Theory in Practice (“ITIP”). This approach to teaching uses Direct Instruction (“DI”) as the framework for planning. DI refers to a rigorously developed, highly scripted method that is fast-paced and provides constant interaction with students.
- **Assessment and Learning:** Based on Understanding by Design: Backwards Design (2005) by Jay McTighe and Grant Wiggins.
  - The emphasis of Understanding by Design (“UbD”) is on “backward design”, the practice of identifying the desired outcomes in order to design curriculum units, performance assessments and classroom instruction that will enable students to achieve these outcomes. The backward design approach is developed in three stages. Stage 1 starts with educators identifying the desired results of their students by establishing the overall goal of the lessons by using Common Core State Standards or content standards. Stage 2 focuses on evidence of learning by assessment.
  - Teachers plan performance tasks and evidence of understanding. Performance tasks determine what the students will demonstrate in the unit and what evidence will prove their understanding. This can include self-reflections and self-assessments on learning. Lastly, Stage 3 lists the learning activities that will lead students to the desired results.
- **Instructional Techniques:** Based on Teach Like a Champion (2010) by Doug Lemov.
  - Teach Like a Champion offers effective teaching techniques to help teachers become champions in the classroom. Additional details provided in the section entitled “Instructional Design, Methods and Strategies.”
- **Classroom Environment:** Based on “Safe and Civil Schools” by Randy Sprick.
  - Safe & Civil provides high-quality programs and staff development services to help educators create proactive and positive behavior management strategies in schools. These sessions include school walk-throughs with Safe & Civil program administrators to observe discipline and school culture. Findings from these sessions are compiled to

create school-specific professional development for teachers and the necessary supports to create an environment where students can learn and where teachers can teach.

All Ánimo Westside students take courses that are high school and college-preparatory and are aligned with the Common Core State Standards (“CCSS”) and CA State standards. Currently, CCSS has been implemented in ELA and Math courses, and Science and History have implemented the Literacy in History/Social Studies, Science and Technical Subjects CCSS. All students are required to successfully complete required curriculum credits upon promotion from 8th grade. Because Green Dot’s educational program emphasizes regular assessments and the use of data to increase student achievement, our pacing plans (which prepare for our internal unit assessments) guide and define the scope and sequence of the curriculum taught in our schools with regard to the four core subject areas identified by California’s State Board of Education. Starting in 2014-2015, Green Dot schools have implemented the Green Dot Common Assessment Program, which include common unit assessments in ELA, Math, Science and History. These assessments are CCSS-aligned and are designed by Green Dot curriculum specialists in collaboration with school site department chairs. In addition to core subjects, Ánimo Westside also offers a variety of electives to provide opportunities for students to explore their interests and passions.

Below is an outline of Green Dot’s recommended middle school curriculum. This curriculum will be followed at Ánimo Westside. Administrators and teachers may make adjustments to the school’s master schedule and add additional Green Dot-approved courses in order to meet the specific needs of their students. The process of adapting curriculum to student needs happens throughout the year as the Ánimo Westside staff learns more about their incoming classes. Typically, teachers will consult with the Ánimo Westside principal, assistant principal or other teachers as part of the adjustment process for their respective courses. The recommended curriculum is based upon the CCSS for ELA and Math, and CA State content standards for History and Science. Literacy CCSS are incorporated in History and Science, and Next Generation Science Standards are also being integrated in the curriculum. State-adopted texts are used in all core subjects.

### *Outline of Ánimo Westside Curriculum<sup>2</sup>*

	6 <sup>th</sup> Grade	7 <sup>th</sup> Grade	8 <sup>th</sup> Grade
<b>Core Courses</b>	<ul style="list-style-type: none"> <li>English 6</li> <li>Literacy Enrichment or Intervention*</li> </ul>	<ul style="list-style-type: none"> <li>English 7</li> <li>Literacy Enrichment or Intervention*</li> </ul>	<ul style="list-style-type: none"> <li>English 8</li> <li>Literacy Enrichment or Intervention*</li> </ul>
	<ul style="list-style-type: none"> <li>Math 6</li> <li>Math Foundations or Intervention**</li> </ul>	<ul style="list-style-type: none"> <li>Math 7 (Pre-Algebra, Pre-Algebra Honors)</li> <li>Math Foundations or Intervention**</li> </ul>	<ul style="list-style-type: none"> <li>Math 8 (Essentials for Algebra or Algebra 1)</li> <li>Math Foundations or Intervention**</li> </ul>
	<ul style="list-style-type: none"> <li>Life Science</li> </ul>	<ul style="list-style-type: none"> <li>Physical Science</li> </ul>	<ul style="list-style-type: none"> <li>Earth Science</li> </ul>
	<ul style="list-style-type: none"> <li>World History &amp; Geography: Ancient Civilizations</li> </ul>	<ul style="list-style-type: none"> <li>World History &amp; Geography: Medieval and Early Modern Times</li> </ul>	<ul style="list-style-type: none"> <li>United States History and Geography</li> </ul>
<b>Advisory</b>	<ul style="list-style-type: none"> <li>Advisory 6</li> </ul>	<ul style="list-style-type: none"> <li>Advisory 7</li> </ul>	<ul style="list-style-type: none"> <li>Advisory 8</li> </ul>
<b>Sample Electives</b>	<ul style="list-style-type: none"> <li>Technology</li> <li>Drama</li> </ul>	<ul style="list-style-type: none"> <li>Technology</li> <li>Composition</li> </ul>	<ul style="list-style-type: none"> <li>Technology</li> <li>Investigations</li> </ul>

\*Students identified as needing additional support in English Language Arts would follow the Intervention Pathway by taking Literacy Enrichment or Literacy Intervention. These students would be given an additional period of Reading in lieu of an elective. English Language Learners would benefit from Green Dot’s English Language Development (“ELD”) courses as applicable. Special Education students would benefit from Green Dot’s Special

<sup>2</sup> Curriculum is subject to change as it is adapted to meet the needs of the student body on an annual basis.

Education/Academic Success courses as applicable.

**\*\*Students identified as needing additional support in Math would follow the Intervention Pathway of Math Foundations. These students would be given an additional period of Math in lieu of an elective. Special Education students would benefit from Green Dot's Special Education/Academic Success courses as applicable.**

Summary descriptions of grade level curriculum that will be offered at Ánimo Westside can be found below.

### ***Green Dot Middle School Curriculum***

#### **History/Social Science**

The History-Social Science curriculum is a well-balanced rigorous program based the California History-Social Studies Content Standards and the Literacy in History/Social Studies, Science and Technical Subjects CCSS. This program provides both breadth and depth of exploration in the subject area, developing writing, research, and analytical skills.

Course Title	Core/College Prep <sup>3</sup>	Grade	Course Length
Ancient Civilizations A/B	Core, Non-College Prep	6	YEAR
World History MS A/B	Core, Non-College Prep	7	YEAR
US History MS A/B	Core, Non-College Prep	8	YEAR

#### **Ancient Civilizations A, Ancient Civilizations B**

This Grade six course investigates the origins and development of ancient societies of major western and non-western civilizations. Included are the societies of the Near East, Africa, the ancient Hebrew civilization, Greece, Rome, and the classical civilizations of India and China. For each of these societies, emphasis is placed on the major contributions, achievements, and beliefs that have influenced civilizations across the centuries to the present day. This course stresses the special significance of geography in the development of the human story and provides the opportunity to study the everyday lives of people living in vastly different areas of the world. The course content focuses on the people in ancient societies; their problems and accomplishments; their social, economic, political structures, and belief systems; the tools and technology they developed; the arts they created; the architecture; the literature they produced; their explanation for natural phenomena, and their direct or indirect contributions to issues such as the role of women and the practice of slavery. This course also incorporates the Literacy in History/Social Studies, Science and Technical Subjects CCSS.

#### **World History MS A, World History MS B**

This Grade seven course explores world history and geography from the Fall of Rome through the Age of Enlightenment. The course investigates the social, cultural, and technological changes during this period. This course briefly reviews the role of archaeologists and historians in uncovering the past. It goes on to examine Islam as a religion and as a civilization. The course examines the spread of Islam through Africa, the rise of the Mayan, Incan, and Aztec civilizations; the civilizations of China and Japan; Europe during the High Middle Ages; the turbulent ages of the Renaissance, Reformation, and Scientific Revolution. This course seeks to enhance understanding of the interconnection of past events, people, and ideas to events and issues of importance in the world today. This course also incorporates the Literacy in History/Social Studies, Science and Technical Subjects CCSS.

#### **US History MS A, US History MS B**

The Grade eight course examines United States history and geography concentrating on the growth of the United States during the period of colonization through the Age of Industrialization. The course begins with an intensive investigation and review of the major ideas, issues, and events preceding the founding of the nation. The course then concentrates on the shaping of the Constitution and the nature of the government that it created. The development of unique regions in the West, Northeast, and the South and the causes and consequences of the Civil War, is covered in depth. The course studies the movement of people into and within the United States; the experiences of diverse

<sup>3</sup> All courses will be "Non-College Prep" because the classes are middle school courses and targeted towards High School Prep.

groups (women, racial, religious, ethnic, and economic classes) and their contributions to the evolving American identity. The course also connects historical issues to current affairs in order to develop a greater understanding of the basic institutions and policies of the nation. This course also incorporates the Literacy in History/Social Studies, Science and Technical Subjects CCSS.

## **English**

The English curriculum is a well-balanced rigorous program based on the ELA Common Core State Standards. Courses in English require extensive reading of poetry, prose, plays and novels chosen from a variety of historical periods and styles. The curriculum must emphasize advanced critical analysis and interpretation in order to develop sophisticated written arguments about assigned literature. Frequent writing assignments, especially of papers averaging 3-5 pages in length, should emphasize the stages of composing sustained arguments based on detailed textual analysis: pre-writing, drafting, revising. Writing instruction and carefully designed prompts should aim at enabling students to express complex and interrelated ideas with clarity and a mature, sophisticated style. Regular feedback on written assignments is essential to the success of honors level courses.

Course Title	Core/College Prep	Grade	Course Length
English 6 A/B	Core, Non-College Prep	6	YEAR
English 7 A/B	Core, Non-College Prep	7	YEAR
English 8 A/B	Core, Non-College Prep	8	YEAR

### **English 6 A, English 6 B**

This course focuses on teaching students' skills and strategies for critical, independent reading and writing of increasingly complex informational and literary texts. Driven by the Common Core standards, each core novel unit is supplemented with related nonfiction text sets that help build background knowledge and vocabulary students need to successfully comprehend and analyze each text. Instruction in each CCSS standards-based unit of study interrelates reading, writing, speaking, and language study. Students are provided with multiple opportunities to articulate their own ideas, as well as to question, interpret, and evaluate others' ideas. In the 6th grade students will determine the central idea of each text and learn how to write a summary of the text that is distinct from personal opinions and judgments. The goal of instruction is to support students in becoming independent, strategic, critical readers, writers, listeners, and speakers who communicate effectively for multiple purposes and to various audiences. Students will write arguments to support claims with clear reasons and relevant evidence, informative/explanatory texts to examine topics and convey ideas, and narratives to develop real or imagined experiences or events. In alignment with the demands of the CCSS, students will draw evidence from literacy or informational texts to support analysis, reflection and research.

### **English 7 A, English 7 B**

This course focuses on teaching students' skills and strategies for critical, independent reading and writing of increasingly complex informational and literary texts. Driven by the Common Core standards, each core novel unit is supplemented with related nonfiction text sets that help build background knowledge and vocabulary students need to successfully comprehend and analyze each text. Instruction in each CCSS standards-based unit of study interrelates reading, writing, speaking, and language study. Students are provided with multiple opportunities to articulate their own ideas, as well as to question, interpret, and evaluate others' ideas. In the 7th grade students will determine two or more central ideas in texts, analyze their development over the course of the text and write objective summaries. The goal of instruction is to support students in becoming independent, strategic, critical readers, writers, listeners, and speakers who communicate effectively for multiple purposes and to various audiences. Students will write arguments to support claims with clear reasons and relevant evidence, informative/explanatory texts to examine topics and convey ideas, and narratives to develop real or imagined experiences or events. In alignment with the demands of the CCSS, students will draw evidence from literacy or informational texts to support analysis, reflection and research.

### **English 8 A, English 8 B**

The main objective of this course is to prepare students for success in high school and build student readiness for college. This course focuses on teaching students' skills and strategies for critical, independent reading and writing of increasingly complex informational and literary texts. Driven by the Common Core standards, each core novel unit is supplemented with related nonfiction text sets that help build background knowledge and vocabulary students

need to successfully comprehend and analyze each text. Instruction in each CCSS standards-based unit of study interrelates reading, writing, speaking, and language study. Students are provided with multiple opportunities to articulate their own ideas, as well as to question, interpret, and evaluate others' ideas. In the 8th grade students will analyze a theme or central idea in a texts and its development over the course of the text, including its relationship to supporting ideas. The goal of instruction is to support students in becoming independent, strategic, critical readers, writers, listeners, and speakers who communicate effectively for multiple purposes and to various audiences. Students will write arguments to support claims with clear reasons and relevant evidence, informative/explanatory texts to examine topics and convey ideas, and narratives to develop real or imagined experiences or events. In alignment with the demands of the CCSS, students will draw evidence from literacy or informational texts to support analysis, reflection and research.

### **English Language Development (ELD)**

The purpose of ELD courses at Green Dot is to prepare English Learners recently arrived in the U.S. for success in English-medium instruction, including English Language Arts. Skills in all four strands of language—listening, speaking, reading and writing--are systematically developed. Students of mixed grade levels are grouped according to proficiency in English. Cultural knowledge needed for success in U.S. schools is integrated throughout. In 2014-2015, Green Dot updated its EL Master Plan to include the new CA ELD standards for all Green Dot schools.

ELD courses are not recommended for students who have been in the U.S. longer the five years (Long-Term English Learners or LTELs), whose language and motivational needs are very different from those of relative newcomers. LTELs often demonstrate strong oral English skills, but lack academic language and vocabulary. In order to engage with the academic demands of the secondary school curriculum, these students require explicit instruction in academic uses of English with a focus on comprehension, vocabulary development, and the advanced grammatical structures needed to comprehend and produce academic language in all content classes.

Course Title	Core/College Prep	Grade	Course Length
ELD 1	Non-Core, Non-College Prep	6-8	Year
ELD 2	Non-Core, Non-College Prep	6-8	Year
ELD 3	Non-Core, Non-College Prep	6-8	Year
ELD Literacy Enrichment	Non-Core, Non-College Prep	6-8	Year

#### **ELD 1**

*Prerequisites: None. Overall score on CELDT/ELPAC is beginner*

Designed as a class for students new to the country and who score at beginning level on the oral portion of the CELDT/ELPAC. Typical ELD 1 students have had little to no English instruction in their home countries and manifest widely varying levels of literacy in their home language. Hampton Brown Inside level A is used to teach Beginner/Early Intermediate-level ELD standards. A focus of this course is conversational language, simple texts, narrative writing and includes phonics instruction. Goal of the course is to lift students' listening, speaking, reading and writing skills to Early Intermediate level. This double-blocked year-long class replaces ELA and an elective.

#### **ELD 2**

*Prerequisites: Passage of ELD 1 portfolio with 75% or better success. The portfolio may consist of: EDGE, SRI and CELDT/ELPAC assessments. Overall score on CELDT/ELPAC is Early Intermediate*

Designed as a follow-on to the ELD 1 class for students who have arrived in the U.S. within the last one to three years. Hampton Brown Inside-Level B materials are used to teach Intermediate-level ELD standards in all four domains of language. A focus of this course is an introduction to academic discourse, complex texts and expository writing. Goal of the course is to lift students' listening, speaking, reading and writing skills to an Intermediate level. This double-blocked year-long class replaces ELA and an elective.

#### **ELD 3**

*Prerequisites: Passage of ELD 2 portfolio with 75% or better success. The portfolio may consist of: EDGE, SRI and CELDT/ELPAC assessments. Overall score on CELDT/ELPAC is Intermediate.*

Designed as a follow-on to the ELD 2 class for students who have arrived in the U.S. within the last one to three years. Hampton Brown Inside-Level C materials are used to teach Intermediate-level ELD standards in all four domains of language. A focus of this course is academic vocabulary, continued exposure to complex texts, and



persuasive writing. Goal of the course is to lift students' listening, speaking, reading and writing skills to Early Advanced level. This double-blocked year-long class replaces ELA and an elective.

### **ELD – Literacy Enrichment**

This program is a reading intervention program for middle school students reading below grade level. All students at Ánimo are tested using the Scholastic Reading Inventory assessment upon entering school. Any students reading below a lexile level of 900 are considered below proficiency in reading and are put into the program. This section clusters English learners together so the teacher can regularly utilize the L-book to support ELs continued growth in developing and utilizing academic language. The L-book is a Read 180 text that provides English Language Learners with explicit, sequential, linguistically logical, and systematic instruction and practice in Academic Language and Literacy. Long-term ELs could be included in this class if needed.

### **Mathematics**

The General Mathematics curriculum is aligned to the National Math Common Core State Standards which includes the Mathematical Content Standards and the Mathematical Practice Standards.

Course Title	Core/College Prep	Grade	Course Length
Math 6 A/B	Core, Non-College Prep	6	YEAR
Math 7 A/B	Core, Non-College Prep	7	YEAR
Math 8 A/B	Core, Non-College Prep	8	YEAR
Algebra 1 MS A/B	Core, Non-College Prep	8	YEAR

#### **Math 6 A, Math 6 B**

This course contains complete alignment, coverage, and support for the Standards for Mathematical Content and Practice. General Math 6 focuses on developing number sense by building on students' understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; comparing quantities using ratios, rates, and percents; algebraic thinking by writing, interpreting, and using expressions and equations; geometry; and statistical thinking.

#### **Math 7 A, Math 7 B**

This course contains complete alignment, coverage, and support for the Standards for Mathematical Content and Practice. In Grade 7, instructional time should focus on four critical areas: (1) developing understanding of and applying proportional relationships; (2) developing understanding of operations with rational numbers and working with expressions and linear equations; (3) solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume; and (4) drawing inferences about populations based on samples.

#### **Math 8 A, Math 8 B**

This course contains complete alignment, coverage, and support for the Standards for Mathematical Content and Practice. General Math 8 focuses on algebraic thinking by having students formulate and reason about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; geometry by having students analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem; statistical thinking and probability, revisits algebraic thinking by having students grasp the concept of a function and using functions to describe quantitative relationships; and revisiting geometry.

#### **Algebra 1 MS A, Algebra 1 MS B**

Algebra I is a first-year algebra course for students at a variety of ability and grade levels. For the Algebra I course, instructional time should focus on four critical areas: (1) deepen and extend understanding of linear and exponential relationships; (2) contrast linear and exponential relationships with each other and engage in methods for analyzing, solving, and using quadratic functions; (3) extend the laws of exponents to square and cube roots; and (4) apply linear models to data that exhibit a linear trend. With this course, students generalize, formalize, and extend the mathematics they learned in the earlier middle grades.

### **Science**

The middle school course sequence aims to provide the foundational skills and knowledge for students to learn the concepts, principles, and theories of science at the high school level. A significant feature of middle school science is the focus on earth sciences in the sixth grade, life sciences in the seventh grade, and physical sciences in the eighth grade. While the majority each course focuses on one discipline, the other two are incorporated to show the interplay of multiple branches of scientific knowledge.

The science curriculum offers a balanced and academically rigorous program based on the California Science content standards while integrating the Next Generation Science Standards and the Literacy in History/Social Studies, Science and Technical Subjects CCSS.

Course Title	Core/College Prep	Grade	Course Length
Earth Science 6 A/B	Core, Non-College Prep	6	YEAR
Life Science 7 A/B	Core, Non-College Prep	7	YEAR
Physical Science 8 A/B	Core, Non-College Prep	8	YEAR

### Earth Science 6 A, Earth Science 6 B

Sixth grade earth science begins with a study of Earth's structure and the theory of plate tectonics. Students then learn about the forces shaping Earth's surface and the natural resources that come from our planet. The course then shifts to physical science topics such as heat and thermal energy, and how these affect weather patterns. Sixth grade science ends with a unit on ecosystems, preparing students for seventh grade life science. This course also incorporates the Literacy in History/Social Studies, Science and Technical Subjects CCSS.

### Life Science 7 A, Life Science 7 B

Seventh grade life science begins with a review of Earth and Life History from their sixth grade Earth Science course. Students then proceed through the course to learn about life at the microscopic, cellular level with a study of cell structure and function and genetics. The course then shifts to a macroscopic focus on the topic of evolution. Students then learn about the structure and function of living things, both human and plant life. Seventh grade science ends with a unit on physical principles in living systems in preparation for eighth grade physical science. This course also incorporates the Literacy in History/Social Studies, Science and Technical Subjects CCSS.

### Physical Science 8 A, Physical Science 8 B

Eighth grade physical science begins with a study of atomic structure and the periodic table. Students then learn about chemical reactions and molecules that are essential for life on Earth. The course shifts from biochemistry to physical science, covering the basics of kinematics, motion, forces, and density. Eighth grade science ends with a unit on celestial bodies and the structure of our solar system. This course also incorporates the Literacy in History/Social Studies, Science and Technical Subjects CCSS.

### Electives

Elective courses are offered as part of Green Dot's pyramid of intervention. Some courses provide additional support to students that are underperforming in Mathematics and Literacy, whereas other courses provide enrichment to students that are testing at or above grade levels in those subjects.

Course Title	Core/College Prep	Grade	Course Length
Physical Education	Non-Core, Non-College Prep	6-8	YEAR
Investigations	Non-Core, Non-College Prep	8	YEAR
Spanish 8 MS	Core, Non-College Prep	8	SEMESTER
Drama	Core, Non-College Prep	6	SEMESTER
Advisory	Non-Core, Non-College Prep	6-8	YEAR
Technology	Non-Core, Non-College Prep	6-8	YEAR
Student Council	Non-Core, Non-College Prep	6-8	YEAR
Graphic Design	Non-Core, Non-College Prep	6-8	YEAR
Composition	Non-Core, Non-College Prep	7	YEAR
Academic English Essentials	Core, Non-College Prep	8	YEAR

### **Physical Education MS A, Physical Education MS B**

The program concentrates on sportsmanship, teamwork, fundamental skills and fitness. Team sport concepts are introduced and developed. As students advance their skills, they will continue to be challenged by strategies and complex play. Students will understand individual fitness levels and will obtain the skills to self-analyze through practical applications as well as fitness testing and written assessments

### **Investigations MS 8 A, Investigations MS 8 B**

Designed as a class for 8th graders with a lexile score of 900 or above, the Investigation course introduces students to elements of research and research-based writing necessary for success in high school and college. Students will be guided through the research process in semester one as the class gathers information and explores various pre-selected topics through Internet and print resources. This class takes an inter-disciplinary approach to research as students consider primary and secondary sources, determine their reliability and importance, and then use this information to formulate an argument and support. Students will work independently and collaboratively to explore research strategies in topic groups. Students are expected to share their research findings throughout the process, in both class discussion and written assignments. Each student will learn how to organize and maintain a research notebook to record his findings and analysis of the information. Students will apply their skills and knowledge in a fourth quarter investigation that culminates in a portfolio presentation and defense. This course also incorporates Literacy CCSS.

### **Spanish MS 8 A, Spanish MS 8 B**

Beginning students study language that can be used in everyday conversation. The course is taught using a communicative approach whereby listening, speaking and culture are emphasized while reading and writing skills are being developed. This class is conducted in English and Spanish. Students communicate about such topics as greetings, telling time, school subjects, foods, family and friends, and leisure activities. They practice basic conversations in Spanish about what they want, need, plan and know how to do, as well as describe people, places, and events.

### **Drama MS A, Drama MS B**

This is a beginning course in which students engage in creative theatre exercises to develop imagination, observation, and concentration. Students also condition their bodies and voices to be flexible, coordinated, and expressive. Students are introduced to drama through activities such as improvisation, pantomime, storytelling, characterization, stage directions, and vocal projection. This course includes the basic elements of dramatic production. This course also incorporates the Literacy in History/Social Studies, Science and Technical Subjects CCSS.

### **Advisory 6 A, Advisory 6 B**

### **Advisory 7 A, Advisory 7 B**

### **Advisory 8 A, Advisory 8 B**

Advisory is a school wide structure used to further enable, develop and foster the desired school culture as well as student character and academic traits as defined by the school's mission and vision. Advisory offers critical academic, personal and emotional support for students, and ensures that every student has at least one adult mentor. Advisory programs at Green Dot middle schools prepare students with the tools and behaviors to succeed in high school, college, leadership and life. During Advisory, students also participate in the Typing Club, which provides students with exposure to technology and technology-related skills that will prepare them to take computer-based state standardized assessments.

### **Technology 6 A, Technology 6 B**

Students taking this elective will be introduced to various basic computer skills. They will learn how to use and understand basic computer related terms, identify basic computer hardware components and peripheral devices, i.e. keyboard, mouse, printer, CD-ROM. Students will also be introduced to basic word-processing skills which will include correct use of the keyboard and will have the opportunity to practice on a daily basis. Students will be introduced to spreadsheet skills and will create simple multi-media presentations. Correct terminology related to hardware, software and applications will be introduced and reinforced throughout the semester. This course will prepare students for Intermediate level technology courses in middle school. They will understand the legal, social and ethical issues related to the use of computers in our daily life. This course also incorporates the Literacy in History/Social Studies, Science and Technical Subjects CCSS.

**Technology 7 A, Technology 7 B**

This elective will build on previously learned computer skills. Skills learned in Introduction to Computers will be reinforced and the next level of skills will be introduced including database skills and the development of spreadsheets. Students will continue to practice word-processing skills through the semester and will improve their speed and accuracy. Students will use appropriate terminology related to hardware and software throughout the semester. Students will apply technology skills to conduct research and complete core curriculum projects. They will continue to deal with legal, social and ethical issues related to the use of computers in our daily life. This course will prepare students for the advanced level of technology in middle school. This course also incorporates the Literacy in History/Social Studies, Science and Technical Subjects CCSS.

**Technology MS 8 A, Technology MS 8 B**

This elective will build on proficiencies acquired in the Intermediate Computer course. Students will integrate previously learned tools, i.e. word processing, multi-media, spreadsheet and database, into a cumulative Web design project. Students will create their own web page, which will showcase their proficiencies. Students will use appropriate technology skills to conduct research and complete core curriculum projects, e.g. historical research, scientific and math investigations, and language arts writing projects. Emphasis on desktop publishing will provide additional opportunities for students to demonstrate application of skills previously learned. Legal, social and ethical issues related to the use of computers in our daily life will continue to be reinforced. This course also incorporates the Literacy in History/Social Studies, Science and Technical Subjects CCSS.

**Graphic Design MS A, Graphic Design MS B**

Introductory course that focuses on skills needed to structure and organize complex visual communications in both traditional and digital environments. Emphasis on conceptual development, structural organization of information, and interplay of form and verbal content to effectively communicate ideas. Students will learn to think critically, make aesthetic judgments, and become familiar with a variety of tools and techniques used to produce professional work in the fields of graphic design, advertising, and illustration. This course also incorporates the Literacy in History/Social Studies, Science and Technical Subjects CCSS.

**Composition MS 7 A, Composition MS 7 B**

Designed as a class for 7th graders with a lexile score of 850 or above, the Composition course introduces students to the competencies necessary for success in high school writing in a wide variety of subjects and disciplines. Students will focus on developing the skills needed to write coherent expository and persuasive essays with well-supported arguments and points of view. Students will practice writing in a variety of rhetorical modes, including narration, argumentation, and exposition. Students will work independently and collaboratively to explore writing strategies in a Writer's Workshop class setting. Students will learn how to maintain a Writer's Notebook and compile writing selections into a Writing Portfolio that will reflect their growth throughout the course. This course also incorporates Literacy CCSS.

**Student Council A, Student Council B**

Student Council, a prominent student government organization, gives students a voice in determining school activities and environment. It helps promote activities for the entire student body and fosters a positive climate throughout the school.

**Academic English Essentials 8 A, Academic English Essentials 8 B**

AEE is designed as a year-long intervention for 8th grade students who score in the 300-600 range of the SRI after finishing the 7th grade Read 180 class. It may also be used as an intervention class for English Learners needing additional literacy support. AEE 8 will address reading and writing strategies necessary to pass the SBAC assessments CST with proficiency and will also be aligned to the CCSS. Reading instruction will focus on annotation and note taking strategies. Writing instruction will be non-fiction- argument and expository paragraphs. Listening and Speaking instruction will include Kate Kinsella strategies for teaching academic discourse and building academic vocabulary. Each unit will incorporate the four Common Core strands: Reading, Writing, Listening and Speaking, and Language (which includes Vocabulary and Written Conventions). Unit assessments will include questions similar to those on the SBAC, process paragraph writing, and on-demand timed writing assignments. This course also incorporates Literacy CCSS.

### **Intervention Courses**

<b>Course Title</b>	<b>Core/College Prep</b>	<b>Grade</b>	<b>Course Length</b>
Literacy Enrichment A/B	Core, Non-College Prep	6-8	YEAR
Math Foundations A/B	Core, Non-College Prep	6-8	YEAR

#### **Literacy Enrichment MS 6 A, Literacy Enrichment MS 6 B**

#### **Literacy Enrichment MS 7 A, Literacy Enrichment MS 7 B**

#### **Literacy Enrichment MS 8 A, Literacy Enrichment MS 8 B**

Literacy Enrichment is a reading intervention program for middle school students reading below grade level. All students at Ánimo are tested using the Scholastic Reading Inventory assessment upon entering school. Any students reading below a lexile level of 1000 are considered below proficiency in reading and are put into the Read 180 Literacy program.

#### **Math Foundations MS 6 A, Math Foundations MS 6 B**

Math Foundations 6 is a one-year course designed to adequately prepare students for grade-level math and Algebra I in high school. The course focuses on key standards from elementary and middle school that need to be mastered for success in Algebra I. Placement in this class is based upon need as assessed by diagnostic testing.

#### **Math Foundations MS 7 A, Math Foundations MS 7 B**

Math Foundations 7 is a one-year course designed to adequately prepare students for grade-level content and Algebra I in high school. The course focuses on key standards from elementary and middle school that need to be mastered for success in Algebra I. Placement in this class is based upon need as assessed by diagnostic testing and state-required test scores from the previous year.

#### **Math Foundations 8 A, Math Foundations 8 B**

Mathematic Foundations 8 is an elective mathematics course provided to students as a second course to support the core Mathematics class (General Math 8). The course is designed to enhance the student's knowledge of prerequisite skills that are needed to access the grade level mathematics course.

### **Special Education**

<b>Grade</b>	<b>English</b>	<b>Math</b>	<b>History</b>	<b>Science</b>
Grade 6	English-Alt Cur 6A	Math- Alt Cur 6A	History- Alt Cur 6A	Sci/Health- Alt Cur 6A
	English-Alt Cur 6B	Math- Alt Cur 6B	History- Alt Cur 6B	Sci/Health- Alt Cur 6B
Grade 7	English-Alt Cur 7A	Math- Alt Cur 7A	History- Alt Cur 7A	Science- Alt Cur 7A
	English-Alt Cur 7B	Math- Alt Cur 7B	History- Alt Cur 7B	Health- Alt Cur 7B
Grade 8	English-Alt Cur 8A	Math- Alt Cur 8A	History- Alt Cur 8A	Science- Alt Cur 8A
	English-Alt Cur 8B	Math- Alt Cur 8B	History- Alt Cur 8B	Science- Alt Cur 8B

### ***Textbooks***

Choosing a textbook should be a collective process where the various members of the community that are to be engaged with the text should be part of the selection process. Each school chooses a committee whose responsibility is to research available textbooks and choose a textbook to be used at the school. This Textbook Adoption Committee (TAC) should be comprised of teachers in the content area and individuals that have some specific relationship to the material (curriculum director, department heads, etc.).

As an initial task, the TAC should create and/or adopt a rubric/checklist by which to judge the various textbooks. This rubric should include consideration of: a) clear alignment with the CCSS or CA content standards, b) clear alignment with school and Green Dot standards, c) cultural, gender, SES and ethnic differences, d) differing learning modalities, e) local budget constraints, and f) content accessibility. Green Dot provides Textbook Adoption Checklists that may be used by the committee.

While the committee may consider various textbooks of interest, the committee should begin its search for a textbook by considering the books on the Green Dot Recommended Book List. If a textbook is selected that does not appear on the Green Dot Recommended Book List, the book must be presented to the Cluster Director for final approval.

Green Dot’s approved middle school textbook list is included below. The needs of the school are evaluated each year and textbooks, curriculum and other instructional materials may be adjusted accordingly.

<b>Green Dot Middle School Textbooks and Instructional Materials<sup>4</sup></b>	
<b>ELA</b>	Approved Grade-level Novels (e.g., <u>Tuck Everlasting</u> , <u>The Giver</u> , <u>The Watsons Go To Birmingham</u> , <u>The Outsiders</u> , <u>Tom Sawyer</u> , <u>To Kill a Mockingbird</u> ), Read 180 instructional materials (e.g., R-books, L-books)
<b>ELD</b>	Read 180, System 44 and EDGE instructional materials
<b>Math</b>	Carnegie: Level 1
	Carnegie: Level 2
	Carnegie: Level 3
	Carnegie: Algebra 1
<b>Science</b>	Glencoe: Focus on Earth
	Glencoe: Focus on Life
	Glencoe: Focus on Physical Science
<b>History</b>	Glencoe: Discovering Our Past – Ancient Civilization
	Glencoe: Discovering Our Past – Medieval Times
	Glencoe: Discovering Our Past – The American Journey

### ***Academic Support and Intervention***

Based on incoming student need, a schedule of intervention and acceleration courses will be available to Ánimo Westside students so that all students can complete the required courses:

- **Summer Bridge:** Summer Bridge is a multi-week summer program that acclimates students to the Ánimo Westside culture of middle school, high expectations and the development of a trusting community. During the Summer Bridge program, students will also be identified for special needs, English Learner levels, non-proficiency in standards and social-emotional supports, and staff will make the necessary adjustments to the master schedule to better accommodate them. Students receive standards-based instruction in Math and English Language Arts and are acclimated to the culture and expectations of a Green Dot school. Students will engage in culture-building exercises that promote a positive community of trust and respect. Social and personal issues will also be surfaced in small group settings complemented with educational field trips.
- **Literacy Intervention/Enrichment (Read 180):** Literacy Intervention/Enrichment is a standards-aligned program for reading is provided to students that test low in reading. Typically, this course is given to students through an elective class or during Advisory.
- **Math Foundations:** Students who are struggling in Math (not proficient and/or recommended by their Math teachers) will receive an additional period of Math support, where their teacher and tutors will work on skill building through their current curriculum, as well as remediation strategies to strengthen skills in group tutorial and one-on-one formats.
- **English Language Development (“ELD”):** ELD classes are provided for students entering school as beginning ELLs. Based on CA ELD standards, these classes aim to improve the English listening, speaking, reading and writing skills of beginning students to at least intermediate proficiency.

<sup>4</sup> The needs of the school are evaluated each year and textbooks, curriculum and other instructional materials may be adjusted accordingly.

- **Special Education/Academic Success:** Designated special education students will be provided extra support to reflect the needs outlined in the Individualized Education Program (“IEP”) and in all of their academic courses through one-on-one instruction, group support and guided instruction.
- **Guided Study:** All students who do not complete their homework or struggle with it must attend Guided Study after school where a teacher helps them with their work. All assignments must be turned in the following day.
- **Homework Club:** Students who are struggling with a particular class or want more support in subject can attend Homework Club, which is offered an hour every day after school and run by a credentialed teacher and/or college interns.
- **Office Hours:** Teachers hold office hours twice a week after school to provide additional support.

### ***Social and Life Skills Development***

#### Advisory Course

Ánimo Westside students will participate in an Advisory class with the same cohort of students and teachers for the entirety of their middle school career to maintain a tighter sense of community. Advisory serves as a structured time and space for students to reflect on their learning and to discuss the connection between learning and life-long success. Advisory activities are organized around four pillars: 1) school culture and safety, 2) academics, 3) social life skills and 4) civic engagement. During Advisory, students will:

- Discuss issues related to the pressures of being a young adult in middle school including but not limited to puberty, relationships, mental health, family, substance abuse, etc.
- Acquire different study skill strategies, test-taking strategies and communication tools that will enable them to succeed in their academic career
- Learn about the college process as they are encouraged to think beyond middle and high school in an effort to realize that the tools they gain today will be beneficial in the near future
- Gain self-efficacy skills that will allow them to address the barriers of learning with resiliency

Working with the same teacher and student peers for the duration of middle school, students benefit from a familiar support system built into the school day, which allows for a high level of attention for students and personalized, teacher-student relationships.

#### Clinical Services

Our Clinical Services team provides individual, group and family therapy to the students and families as necessary. The main purpose of our clinical services program is to address and eliminate barriers to learning from the mental health perspective. In addition, we provide crisis intervention, parent consultation, teacher consultation, and case management which include providing resources and referrals to outside agencies.

All services, which may include social and emotional counseling including small group and individual therapy, are provided or supervised by a licensed Marriage and Family Therapist or Licensed Clinical Social Worker.

The Clinical Services team uses a referral process for students to receive services. Once students and parents have consented to services, students have a case manager that follows them through the process of services. Students are provided Child Development Inventory assessments along with other researched-based therapies. The Clinical Services team works with parents, staff, and students throughout the referral process to ensure they are aware of their options. Clinical Services provides a proactive approach to addressing the barriers of learning by utilizing prevention and wellness to enable our students to possess the necessary skills to navigate their academic and social skills.

### ***Instructional Design, Methods and Strategies***

Research-based instructional frameworks may include active learning, brain-based teaching and learning, differentiated instruction and sheltered instruction to ensure the success of all students at high levels. Research is provided by numerous books, videos, and articles (for example, articles from the Association of Supervision and Curriculum Development) as well as conferences and seminars. Ánimo Westside and other Green Dot schools have used books in staff development including: Driven by Data (Paul Bambrick), Common Core English Language Arts in a PLC at Work (Douglas Fisher and Nancy Frey), 101 Active Learning Strategies (Mel Silberman), Teaching With The Brain In Mind (Eric Jensen), Classroom Instruction That Works (Marzano, Pickering, Pollock), among others. Teachers attend numerous conferences that include: Successful Inclusion Strategies (Susan Fitzell), Engaging Students Through Block Scheduling (Louis Mangione), Vocabulary Development Strategies That Boost Reading and Learning Across All Subject Areas (Kate Kinsella) among many others. This research will allow Ánimo Westside teachers to learn from successful models and begin implementing strategies in their classroom.

Students are grouped in heterogeneous classrooms where all teachers utilize differentiated instruction. Based on Doug Lemov's Teach Like a Champion, Green Dot has adopted instructional specific, concrete, and actionable techniques focused on student engagement and student accountability for rigorous learning. The following techniques ensure teachers are setting high academic expectations, engaging students in lessons and creating a strong classroom culture:

- **No Opt Out:** A sequence that begins with a student unable to answer a question should end with the student answering that question as often as possible.
- **Right Is Right:** Set and defend a high standard of correctness in your classroom.
- **Stretch It:** The sequence of learning does not end with a right answer; reward right answers with follow-up questions that extend knowledge and test for reliability. This technique is especially important for differentiating instruction
- **Format Matters:** It's not just what students say that matters but how they communicate it. Students must take their knowledge and express it in the language of opportunity.
- **Cold Call:** In order to make engaged participation the expectation, call on students regardless of whether they have raised their hands.
- **Wait Time:** Delay a few strategic seconds after you finish asking a question and before you ask a student to begin answering it.
- **Everybody Writes:** Set your students up for rigorous engagement by giving them the opportunity to reflect first in writing before discussing.
- **Do Now:** Students are both productive during every minute and ready for instruction as soon as you start.
- **SLANT:** Sit up, Listen, Ask and answer questions, Nod your head, Track the speaker

Teachers are expected to use an appropriate mix of direct instruction, cooperative learning and individual student practice for all lessons. Teacher professional development is focused heavily on observations and using data to inform instruction, aligning curriculum with the CCSS and CA content standards, and assessing student mastery of standards on an ongoing basis. We believe the combination of a high school and college-preparatory, standards-based curriculum and teacher professional development based on these methods ensure that all students demonstrate mastery of the CCSS or CA content standards.

### ***Technology Integration in Academic Program***

Technology is widely used at all Green Dot schools to drive higher levels of achievement and prepare students for the information driven economy of the 21st century. It is also used as a critical tool for gathering data for school management. At each of its schools, Green Dot invests in technology in the following areas:



- All Green Dots schools have computing devices (e.g., desktops, laptops, Chromebooks) that are available for student use;
- Each teacher is provided with a laptop and given training on effectively using technology in the classroom;
- Courses often include web-based research projects and assignments;
- Technology elective classes are included in the recommended curriculum to train students on computers and different software programs; and
- A web-based student information and school management system (PowerSchool) is implemented at Green Dot and is used by all schools.

All technology and school infrastructure needs are monitored by Green Dot's Chief Information Officer and the Information Technology and Knowledge Management teams. Pilot programs are conducted before emerging technologies or programs are accepted.

To prepare students for the computer-based state standardized assessments and 21st century learning, Green Dot teachers are integrating key technology skills into their curriculum. Examples of technology skills include typing, word processing, spreadsheet computing and web-based research. Student access to computer-based lessons and activities have increased with the transition to the Common Core State Standards. In addition each Green Dot campus has an Ánimo Data Fellow (ADF). The ADF is a teacher-leader who is trained by the Green Dot Home Office. ADF are a resource on their campus for other teachers and will provide on-going professional development to teachers at each site on the technical skills students will need for computer-based state standardized assessments.

### **TRANSITIONAL KINDERGARTEN**

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

### **WASC ACCREDITATION**

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

### **ACADEMIC CALENDARS AND SCHEDULES**

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

#### ***Academic Calendar and School Time***

A school site committee determines the daily bell schedule that meets the needs of its students. Ánimo Westside will have at least 175 student days and an additional 10 professional development days for its teachers. The current state minimum requirement for instructional minutes for middle schools is 54,000 and Ánimo Westside will surpass the required number of minutes of instruction as set forth in Education Code 46201. Ánimo Westside will require its pupils to be in attendance at the school site at least 80 percent of the minimum instructional time required pursuant to EC Section 47612.5(a)(1) and 47612.5(e)(1). Students at-risk of not meeting the 80 percent requirement will be referred to the Student Attendance Review Team (SART). (More information on SART can be found in the school Parent-Student Handbook which is available upon request).

We use flexible scheduling models to increase interdisciplinary work and meet specific learning needs. We plan to tailor the school schedule as much as possible to the calendar in Los Angeles Unified School

District without compromising our academic program. We want to be respectful of those families who will have children in Los Angeles Unified School District and at Ánimo Westside.

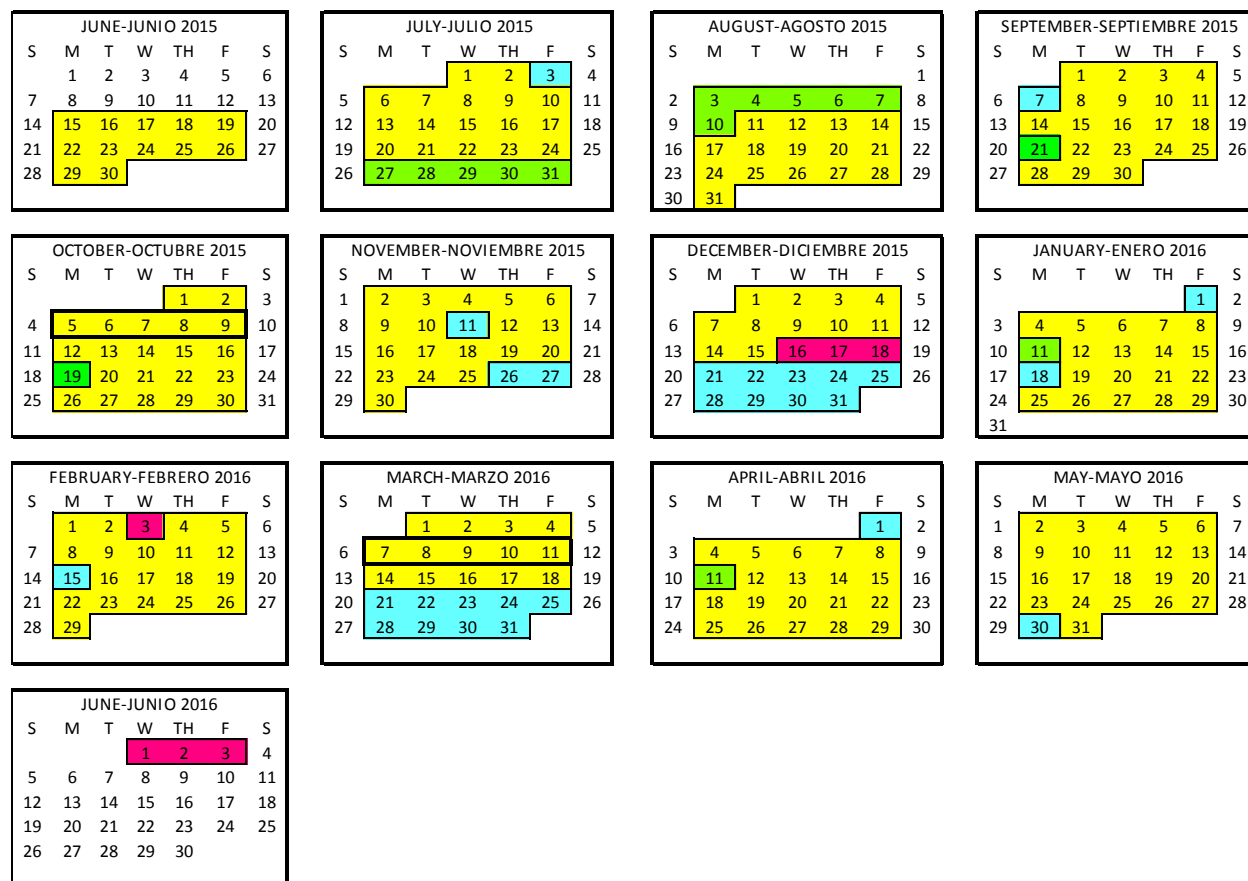
***Ánimo Westside Sample Instructional Days and Minutes Calculator<sup>5</sup>***

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.
6	Yes	101	425	68	330	14	240			183	54000	68725	14725
7	Yes	101	425	68	330	14	240			183	54000	68725	14725
8	Yes	101	425	68	330	14	240			183	54000	68725	14725

<sup>5</sup> Instructional days and minutes may vary as the school calendar is set annually.

*Sample Academic Calendar*

# Ánimo Westside Charter Middle School Calendar/Calendario 2015-2016



## School Holidays and Important Dates--Feriados Escolares y Fechas Importantes

Staff Professional Development/Preparación para Maestros	
Pupil Free Day/Día Sin Estudiantes	
New Teacher Meeting/Preparación para maestros	Jul. 27 - 31
Green Dot Day/Preparación para maestros	Aug. 5
Staff Development Days/Días de desarrollo para maestros	Aug. 3, 4, 6, 7 & 10
Green Dot Days/Día de Green Dot	Sept. 21, Oct. 19, Jan. 11 & Apr. 11
Holidays/Vacaciones	
Independence Day/Día de la Independencia	Jul. 3
Labor Day/Día de trabajo	Sep. 7
Veteran's Day Holiday/Día de los veteranos	Nov. 11
Thanksgiving Holiday/Día de acción de gracias	Nov. 26-27
Winter Break/Vacaciones de invierno	Dec. 21 - Jan. 1
Dr. King's Birthday/Día del Dr. King	Jan. 18
Presidents' Day/ Día de los presidentes	Feb. 15
Spring Vacation/Vacaciones de primavera	Mar. 21 - Apr. 1
Memorial Day/Día de Conmemoración	May 30

Minimum Days/Día Corto	
Final Exams/Exámenes finales	Dec. 16-18 & Jun. 1-3
Parent Conferences/Conferencias con padres	TBD
CA Standardized Testing/Exámenes estatales	TBD
Staff Development Days/Días de desarrollo para maestros	Feb. 3
Important Dates/Fechas Importantes	
Summer Bridge Program/Programa de puente de verano	Jun. 15 - Jul. 24
Parent Orientation/Orientación de padres	TBD
Back-to-School Night/ "Regreso a la escuela"	TBD
Open House/Casa abierta	TBD
Midterm Exams/Exámenes parciales	Oct. 5-9 & Mar. 7-11
CA High School Exit Exam/Examen de salida de la preparatoria	
12th Grade: July --, Oct.--, Dec. --, Feb. -- & May ---	TBD
11th Grade: Nov. ---, Feb. ---	TBD
10th Grade: March --	TBD
CA Standardized Testing/Exámenes Estatales	TBD
Report Cards Mailed/Evió de reporte de calificaciones	TBD

### Sample Bell Schedule (Daily Schedule)

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
<b>Student Breakfast Served</b> 7:20 - 7:40	<b>Student Breakfast Served</b> 7:20 - 7:40	<b>Student Breakfast Served</b> 7:20 - 7:40	<b>Student Breakfast Served</b> 7:20 - 7:40	<b>Student Breakfast Served</b> 7:20 - 7:40
<b>Teacher Prep Time</b> 7:30 - 7:40	<b>Teacher Prep Time</b> 7:30 - 7:40	<b>Teacher Prep Time</b> 7:30 - 7:40	<b>Teacher Prep Time</b> 7:30 - 7:40	<b>Teacher Prep Time</b> 7:30 - 7:40
<b>PERIOD 1</b>	<b>PERIOD 1</b>	<b>PERIOD 1</b>	<b>PERIOD 1</b>	<b>PERIOD 1</b>
7:45 - 8:45	7:45 - 8:45	7:45 - 8:35	7:45 - 8:45	7:45 - 8:35
<b>PERIOD 2</b>	<b>PERIOD 2</b>	<b>PERIOD 2</b>	<b>PERIOD 2</b>	<b>PERIOD 2</b>
8:50 - 9:50	8:50 - 9:50	8:40 - 9:30	8:50 - 9:50	8:40 - 9:30
<b>PERIOD 3</b>	<b>PERIOD 3</b>	<b>PERIOD 3</b>	<b>PERIOD 3</b>	<b>PERIOD 3</b>
9:55 - 10:55	9:55 - 10:55	9:35 - 10:25	9:55 - 10:55	9:35 - 10:25
<b>LUNCH A</b>	<b>LUNCH A</b>	<b>LUNCH A</b>	<b>LUNCH A</b>	<b>LUNCH A</b>
10:55 - 11:30	10:55 - 11:30	10:25 - 10:55	10:55 - 11:30	10:25 - 10:55
<b>ADVISORY</b>	<b>ADVISORY</b>	<b>PERIOD 4</b>	<b>ADVISORY</b>	<b>PERIOD 4</b>
11:35 - 12:10	11:35 - 12:10	10:30 - 11:20	11:35 - 12:10	10:30 - 11:20
<b>LUNCH B</b>	<b>LUNCH B</b>	<b>LUNCH B</b>	<b>LUNCH B</b>	<b>LUNCH B</b>
11:35 - 12:10	11:35 - 12:10	11:20 - 11:50	11:35 - 12:10	11:20 - 11:50
<b>ADVISORY</b>	<b>ADVISORY</b>	<b>PERIOD 4</b>	<b>ADVISORY</b>	<b>PERIOD 4</b>
11:00 - 11:35	11:00 - 11:35	11:00 - 11:50	11:00 - 11:35	11:00 - 11:50
<b>PERIOD 4</b>	<b>PERIOD 4</b>	<b>PERIOD 5</b>	<b>PERIOD 4</b>	<b>PERIOD 5</b>
12:15 - 1:15	12:15 - 1:15	11:55 - 12:45	12:15 - 1:15	11:55 - 12:45
<b>PERIOD 5</b>	<b>PERIOD 5</b>	<b>PERIOD 6</b>	<b>PERIOD 5</b>	<b>PERIOD 6</b>
1:20 - 2:20	1:20 - 2:20	12:50 - 1:40	1:20 - 2:20	12:50 - 1:40
<b>PERIOD 6</b>	<b>PERIOD 6</b>	<b>DISMISSAL</b>	<b>PERIOD 6</b>	<b>DISMISSAL</b>
2:25 - 3:25	2:25 - 3:25	<b>TEACHER PD</b> 2:00 - 3:30	2:25 - 3:25	<b>TEACHER PD</b> 2:00 - 3:30
<b>DISMISSAL</b>	<b>DISMISSAL</b>		<b>DISMISSAL</b>	

### Sample Minimum Day Schedule

MINIMUM DAY
<b>Student Breakfast Served</b> 7:20 - 7:40
<b>Teacher Prep Time</b> 7:30 - 7:40
<b>PERIOD 1</b>
7:45 - 8:20
<b>PERIOD 2</b>
8:25 - 9:00
<b>PERIOD 3</b>
9:05 - 9:40
<b>Nutrition</b>
9:40 - 9:50
<b>PERIOD 4</b>
9:55 - 10:30
<b>PERIOD 5</b>
10:35 - 11:10
<b>PERIOD 6</b>
11:15 - 11:50
<b>DISMISSAL</b>

### Sample Master Schedule

The following master schedule shows how courses and teachers align with the daily schedule. Administrators and teachers may make adjustments to the school's master schedule and add additional Green Dot-approved courses in order to meet the specific needs of their students.

Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
ACAD SUC	ACAD SUC	SUPPORT	SUPPORT	SUPPORT	CONFERENCE
ENG 6	ENG 6	CONFERENCE	ENG 6	READ 6	READ 6
READ 6	READ 6	ENG 6	READ 6	CONFERENCE	ENG 6
GEN MATH	CONFERENCE	GEN MATH	MATH FOUND	MATH FOUND	GEN MATH
MATH FOUND	MATH FOUND	MATH FOUND	GEN MATH	GEN MATH	CONFERENCE
ANC CIV	ANC CIV	ANC CIV	CONFERENCE	ANC CIV	ANC CIV
CONFERENCE	EARTH SCI	EARTH SCI	EARTH SCI	EARTH SCI	EARTH SCI
ENG 6	ENG 6	CONFERENCE	READING HYBRID	DRAMA	READING HYBRID

## **Professional Development**

### ***Teacher Recruitment Strategy***

Green Dot schools hire a diverse faculty comprised of the best teachers available. We achieve this goal by continuing our rigorous national recruitment process to hire highly effective teachers who are mission-aligned. Green Dot specifically looks for candidates who demonstrate an unwavering belief in the potential of all students, are passionate about improving public education and have a growth and development mindset.

We contact top graduate and education programs in the country and publicize our California schools to experienced teachers. We will focus recruiting efforts on and begin collaborations with local universities and colleges, including University of California, Los Angeles, Loyola Marymount and University of Southern California. We advertise nationally and locally and post open positions online. We also work with Teach for America to access their corps members and alumni in the region and have partnerships with organizations like the New Teacher Project. We have a presence at local job fairs and distribute flyers and brochures at local community hubs.

All teachers pass through Green Dot's rigorous and multi-step hiring and selection process. The process includes: 1) online application, 2) phone screen, 3) lesson plan submission, 4) interview day with Green Dot Human Capital, 5) interview day at school and 6) reference and background checks.

### ***Ongoing Professional Development***

Professional development for teachers and school site leaders is a critical component of Green Dot's school model and program. Reflective practice occurs in an environment where there is collaboration, use of meaningful data, and thoughtful discussion regarding instruction. Incorporated into the daily routine at Ánimo Westside, professional development opportunities will provide teachers time to inquire about practice, study individual and group student data, develop best practices, and ensure accountability for school-wide goals. Our professional development is also standards based and incorporates CCSS in core subject areas.

### ***Teacher Professional Development***

Throughout the school year, teacher professional development activities at Ánimo Westside will be based on the recommended practices of Green Dot, which may include:

- **Teacher Buddy Program:** Once a semester release period for teachers to observe the teaching practices of their "buddy" teacher.
- **Annual Training/Retreat:** An annual five to seven day retreat for school staff to plan for the year and receive professional development.
- **Mid-year Retreat:** A half-day to 2-day retreat for school staff to evaluate progress, reflect, and adjust the school's plan for the final semester.
- **Weekly Staff Development:** A late start or early dismissal is provided each week so that a 90 minute professional development period is established. Staff development topics are based on the assessment of student needs and identifying areas of improvement as outlined in the school's annual strategic plan.
- **Department Norming Days:** Department meeting to norm teaching practices.
- **District-wide Staff Development:** Green Dot-wide meeting of content teachers to share best practices.

Professional Development topics will vary depending on the school's focus, data from assessments and teacher needs. Topics may include any of the following: effective lesson planning, analyzing data to improve instruction, multiple forms of assessment, developing engaging curriculum and creating culturally relevant pedagogy.

### ***Sample Teacher Professional Development Plan***

<b><i>Semester 1</i></b>	<ul style="list-style-type: none"> <li>• New Teacher Training</li> <li>• School Retreat</li> <li>• Growth Mindset</li> <li>• Thinking Maps &amp; Follow-up</li> <li>• Power School and Power Grader</li> <li>• EADMS Training</li> <li>• Safe &amp; Civil</li> <li>• Objectives Deep Dive</li> <li>• Lesson Plan Analysis</li> <li>• Data Driven Instruction Protocol</li> <li>• Green Dot Common Assessment Program Data Review</li> <li>• Buddy Observations</li> <li>• ILT Walk Through</li> <li>• Literacy PD – SEARCH</li> </ul>
<b><i>Semester 2</i></b>	<ul style="list-style-type: none"> <li>• School Retreat</li> <li>• Semester 1 Recap</li> <li>• Interim Guiding Conference</li> <li>• Thinking Maps</li> <li>• Common Core Technology</li> <li>• Green Dot Common Assessment Program Data Review</li> <li>• Buddy Observations</li> <li>• ILT Walk Through</li> <li>• Safe &amp; Civil</li> <li>• Parent Conferences</li> <li>• Green Dot Middle School Collaboration</li> <li>• Buddy Observations</li> <li>• SBAC Planning</li> <li>• Data and Strategic Plan Review</li> </ul>

Green Dot has an induction practice for its new and existing teachers through Summer Professional Development and New Teacher Professional Development. Summer Professional Development focuses on the following five areas:

- **Reviewing Data from the Previous Year:** Reviewing school, department and individual data
- **Curriculum and Professional Development:** Reviewing school’s strategic plan, alignment to school-wide focus, and setting lesson plans
- **School Business:** Choosing department chairs and reviewing student-teacher handbook
- **Teacher-Administrator Meetings:** One-on-one meetings between admin and teachers
- **Planning:** Lesson planning, preparing syllabi and setting department goals

New Teacher Professional Development consists of at least 168 hours of professional development, including specialized trainings outlined below:

- **Summer Training:** New teachers are required to attend a mandatory 2-day training prior to the start of summer professional development.
- **Ongoing Workshops:** New teachers are required to participate in workshops that are aligned with the California Standards for the Teaching Profession. Topics include classroom management, creating a culture of high expectations in the classroom, best practices in lesson planning, etc.
- **Monthly Support and Development Meetings:** First and second year teachers are required to attend monthly support and development groups.

### ***Administrator Professional Development***

For administrators, a comprehensive professional development program is in place, which includes the following:

- **Coaching:** Cluster Directors provide individualized coaching sessions for each school site administrator twice a month. These coaching sessions are focused on the supervision of instruction.
- **Key Results:** Cluster Directors facilitate a Key Results session at one of their schools each month. During these sessions, the principals within the cluster go to another school in the cluster for 3 hours. During this time, the host principal provides a focus question for the session centered on instruction. Principals walk through classrooms with this focus question in mind and provide the host principal with feedback about this focus question. These sessions help principals share ideas with regards to the supervision of instruction and all principals to generate next steps to be taken at their school sites as a result of what they see at the host school. Cluster Directors will follow up with each leader that attends the Key Results session in their biweekly coaching sessions to reflect upon their participation in the Key Results visit, lessons learned and applicable next steps for their school site.
- **95/5 Sessions:** Based on the belief that principals should spend 95% of their time onsite providing instructional leadership and 5% of their time offsite in Green-Dot wide trainings, 95/5 is a full-day professional development session for principals and assistant principals once a month. These sessions are focused on the themes the Cluster Directors determine are most relevant based on their coaching sessions. Cluster Directors will follow up with each leader in their biweekly coaching sessions to reflect upon their participation in the 95/5 and applicable next steps for their school site.
- **Practices Walkthrough:** Half day professional development for principals to tour other Green Dot schools and review “artifacts” of high quality instructional practices.
- **Principals Retreat:** Two day retreat for all principals and Green Dot Home Office staff. The retreat allows Principals to reflect, evaluate progress and share promising practices.
- **Administrator-in-Residence Program:** One-year on-the-job training program for new school leaders with an emphasis on instructional leadership, resource management, people management, community leadership and problem-solving.

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

#### **ENGLISH LEARNERS**

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

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

- How English Learners’ needs will be identified
- What services will be offered
- How, where, and by whom the services will be provided



- How the school will evaluate its EL program each year, and how the results of this evaluation will be used to improve the program, including the provision of EL services

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

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

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

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

Ánimo Westside will meet all applicable legal requirements for English Learners (“EL”) as they pertain to the initial testing of students in their primary language and to the notification of annual testing results to parents. The home language survey will be given upon a student’s initial enrollment into Ánimo Westside (on enrollment forms). Parents shall also be kept properly informed regarding student identification, placement, program options including ELD, sheltered core content instruction and waiver for primary language content instruction, teacher qualifications and training, re-classification to fluent English proficient status, our monitoring and evaluating program effectiveness, and standardized testing requirements. Each English Learner with disabilities will be assessed for English proficiency using accommodations and modifications as set out in the IEP or Section 504 plan. Ánimo Westside will implement policies to assure proper placement, evaluation, and communication regarding ELs as well as the rights of students and parents.

ELD courses are not recommended for students who have been in the U.S. longer than five years (Long-Term English Learners or LTELs), whose language and motivational needs are very different from those of relative newcomers. LTELs often demonstrate strong oral English skills, but lack academic language and vocabulary. In order to engage with the academic demands of the secondary school curriculum, these students require explicit instruction in academic uses of English with a focus on comprehension, vocabulary development, and the advanced grammatical structures needed to comprehend and produce academic language in all content classes.

### ***EL Master Plan***

Green Dot schools implement the Green Dot EL Master Plan. The plan includes a five step process for the identification of English Learners including: 1) Initial Identification, 2) EL Proficiency Assessment, 3) Primary Language Assessment, 4) Parent Notification, and 5) Program Placement. Green Dot schools provide on-going training for administrators and teachers on the identification process.

EL students are served through a variety of programs designed to meet their needs. These include ELD Programs (Levels 1- 4), Structured English Immersion and English Language Mainstream. These programs are built into the individual school’s master schedule and take place within the school day. Green Dot schools work with the Human Resources (HR) Department to ensure appropriate staffing and authorizations for teachers in these courses.

EL programs are monitored on an annual basis. Schools administer and review the data from the CMO adopted and state mandated assessments. The data from these assessments are used for student placement in EL programs, the determination of which programs are needed at a particular school site, and reclassification. The data is reviewed by the EL teachers, English Department and school administration

which makes recommendations to the District English Language Advisory Committee (DELAC) and School Advisory Council (SAC). The DELAC and SAC review data to inform programmatic and budgetary decisions each spring for the upcoming school year.

### ***CELDT/ELPAC Testing***

All students who indicate that their home language is other than English shall be CELDT/ELPAC tested within thirty days of initial enrollment and annually thereafter between July 1 and October 31st until re-designated as fluent English proficient.

Ánimo Westside shall notify all parents of CELDT/ELPAC results within thirty days of receiving results from the publisher. The CELDT/ELPAC shall be used to fulfill the requirements under the No Child Left Behind Act for annual English proficiency testing. A form letter will be mailed to all students and per request a parent conference will be held to explain and/or clarify any pending questions about testing, courses offered or reclassification. The CELDT/ELPAC shall be used to fulfill the requirements under the No Child Left Behind Act for annual English proficiency testing.

### ***Strategies for English Learner Instruction and Intervention***

The Green Dot EL Master Plan has been updated to include the new CA ELD standards. Teachers will be informed on the language level of their students and will work collaboratively to develop standards-aligned lessons that support English language development.

EL students will be placed in one of the following classes to support their education: an ESL Level 1, 2, 3 or 4 class; Read 180 with the L-book; Academic English Essentials; Sheltered English; or a regular English class with Specially Designed Academic Instruction in English (SDAIE) support. In addition, all teachers will be trained in SDAIE techniques. Professional development guides teachers in the use of CELDT/ELPAC data to differentiate instruction based on the student's levels of language proficiency. Strategies include Precision and Productive Partnering, Kate Kinsella's Sentence Frames, and direct academic vocabulary instruction. Materials may include the use of the Academic Vocabulary Toolkit, Kate Kinsella's Scholastic Lbook and Making Content Comprehensible for English Learners: the SIOP Model. All teachers will have a CLAD certification or a California Commission on Teacher Credentialing recognized equivalent.

### ***Reclassification Procedures: Criteria for Student Reclassification From English Learner to Fluent English Proficient (RFEP):***

#### **Guidelines for Reclassification**

The CELDT/ELPAC assesses student performance in the following areas: Listening, Speaking, Reading and Writing. In order to be reclassified as RFEP, students must meet the following criteria:

- 1) Earn an overall score on the CELDT/ELPAC of Early Advanced (EA) with no scores less than Intermediate (I).
- 2) Earn a score of Basic, Proficient or Advanced Proficient on the most recent English Language Arts test of the California state-standardized test or the California Modified Assessment (CMA).
- 3) Approval from current ELA teacher based on SOLOM and consideration of academic performance. (English teachers will be trained on how to use the SOLOM for reclassification.)
- 4) Provide written notice to parents or guardians of their rights and encourage them to participate in the process and provide an opportunity for a face-to-face meeting.

- 5) Reclassify Student as Fluent English Proficient.
  - Place dated reclassification form signed by the English teacher in the student's file.
  - Include all students reclassified in Spring 1 report with reclassification and EL updates by CALPADS certification deadlines.
- 6) Reclassify students throughout the year as new data becomes available. (Repeat Steps 1-5)
  - August, after California state-required test data is published.
  - January, after CELDT/ELPAC data is published.
- 7) Monitor the academic progress of RFEP students for two years.
  - If a student scores Below Basic or Far Below Basic on CMA-ELA or CA state-required test (ELA), a Tier 1, 2, or 3 intervention is initiated as appropriate.
  - Evidence of quarterly monitoring is entered onto the Student Reclassification Form in the student cumulative file.
  - If a student is failing core academic classes, Response to Intervention monitoring will be triggered.

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

The curriculum at Ánimo Westside will be focused on providing the appropriate differentiated instruction for different students of varying ability levels, including gifted and talented students. Students achieving above grade level will be identified by teachers and counselors through standardized test scores, teacher assessments and grades, and unit assessment data and through the Summer Bridge program. Students found to be achieving above grade level will have an opportunity to excel through differentiated instruction in the classroom and enrichment electives. Flexible grouping allows more appropriate, advanced and accelerated instruction that more closely aligns with the rapidly developing skills and capabilities of students above grade level.<sup>6</sup> Differentiated learning classrooms where gifted students reside will be given additional or complementary assignments that challenge their thinking, while adding greater depth and complexity to the curriculum.<sup>7</sup>

Throughout their middle school career, students found to be achieving above grade level will have an opportunity to excel through activities such as:

- Differentiated instruction in the classroom
- Honors classes
- Enrichment electives (e.g., technology, drama, student leadership)

Ánimo Westside will evaluate and monitor the progress of these students through its Green Dot Common Assessment Program (CCSS-aligned internal unit assessments in ELA, Math, History and Science) as well as reviewing multiple data measures including formative assessments, summative assessments and culminating projects.

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

Ánimo Westside is committed to serving academically low achieving students. As such, Ánimo Westside's curriculum and program is adapted to improve performance for these students and ensure that they are prepared for success in high school, college, leadership and life. Ánimo Westside ensures that all students identified as low achieving have equal access to a rigorous, college-preparatory education through the following means (also see the section for "Academic Support and Intervention" above):

<sup>6</sup> "Education Organizations Call for Greater Attention to Gifted Learners in Middle Schools," National Association for Gifted Children, 30 July 2009 <<http://www.nagc.org/index.aspx?id=1027>>

<sup>7</sup> Colangelo, N., S.G. Assouline, M. U. M. Gross, "A Nation Deceived: How Schools Hold back American's Brightest Students," (Iowa: The Connie Belin & Jacqueline N. Blank International Center for Gifted Education and Talent Development, 2004).

- Ánimo Westside will assess all students after enrollment in the Summer Bridge Program to determine learning strengths and weakness, as well as overall proficiency in core subjects. Tests used may include the Read 180 Student Reading Inventory Diagnostic Test and Green Dot math diagnostics.
- Identified students are immediately enrolled in remediation programs to accelerate learning, such as Read 180 and System 44, which are standards-aligned computer-based programs for reading and math respectively.
- Low achieving students are also provided remediation during the Summer Bridge program, Advisory, Literacy Enrichment/Intervention, Math Foundations, Special Education/Academic Success courses and/or Guided Study (an after-school program for students who do not complete their homework or struggle with it).
- Ánimo Westside will evaluate and monitor the progress of these students through its Green Dot Common Assessment Program (CCSS-aligned internal unit assessments in ELA, Math, History and Science) as well as reviewing multiple data measures including formative assessments, summative assessments and culminating projects.

### ***Socio-Economically Disadvantaged/Low Income Students***

In 2014-2015, 75% of students at Ánimo Westside qualify for free or reduced price lunch. This is an increase over the 2013-2014 school year when 57% of students qualified. The school's academic program is inherently formulated to address the needs of these students. Specific intervention programs include:

- **Summer Bridge:** Summer Bridge is a multi-week summer program that acclimates students to the Ánimo Westside culture of middle school, high expectations and the development of a trusting community. During the Summer Bridge program, students will also be identified for special needs, English Learner levels, non-proficiency in standards and social-emotional supports, and staff will make the necessary adjustments to the master schedule to better accommodate them. Students receive standards-based instruction in Math and English Language Arts and are acclimated to the culture and expectations of a Green Dot school. Students will engage in culture-building exercises that promote a positive community of trust and respect. Social and personal issues will also be surfaced in small group settings complemented with educational field trips.
- **Literacy Intervention/Enrichment (Read 180):** Literacy Intervention/Enrichment is a standards-aligned program for reading is provided to students that test low in reading. Typically, this course is given to students through an elective class or during Advisory.
- **Math Foundations:** Students who are struggling in Math (not proficient and/or recommended by their Math teachers) will receive an additional period of Math support, where their teacher and tutors will work on skill building through their current curriculum, as well as remediation strategies to strengthen skills in group tutorial and one-on-one formats.
- **Habits of Work and Mind in Advisory:** All students will be taught specific strategies on how to better succeed in their classes through organizing, note-taking, reading strategies, time management, group work, asking for help, etc. Students will also assess the strengths and weaknesses in various aspects of their academic and social/personal development, analyzing and synthesizing specific strategies to meet those goals.
- **Character Development in Advisory:** Advisors will also support students in developing characteristics of leadership, compassion, selflessness, stewardship, perseverance and hope for themselves and others.

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

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

### **SELPA Reorganization**

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

### **Modified Consent Decree Requirements**

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

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

- **End of Year Suspension**

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

- **Statewide Assessment Data (Including Charter Schools)**

The usual file including District ID.

- **Norm day**

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

- **CBEDS (Including Charter Schools)**

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

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

- **Dropout (Including Charter Schools)**

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

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

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

The MCD requires charter schools to implement the District's integrated student information system which is referred to as My Integrated Student Information System (MiSiS). MiSiS is a suite of applications which is designed to capture all District student data. All charter schools are required to utilize MiSiS beginning August 1, 2014 upon the release of Milestone 8 which includes the final set of functionalities required to comply with the MCD. Upon charter school full utilization of MiSiS, the list of required data above will automatically be captured within MiSiS.

### **Sports, Clubs and Community Service Activities**

Ánimo Westside believes that co-curricular sports, clubs and community service activities are central to an effective education.

#### ***Sports***

Depending on student interest and sufficient fundraising, we aim to eventually offer a variety of boys' and girls' sports. Based on the operating history of other Green Dot schools, sports are offered as early as the school's first year of operation. Additional sports are offered in subsequent years based on student interest and demand. Practice and game facilities are secured through partnerships with local parks, recreation centers, and in some cases, District facilities.

#### ***Clubs***

Ánimo Westside will offer a variety of activities outside of the academic program. Depending on student interest and budgetary constraints, this may include backpacking trips, ropes courses, Model United

Nations, debating teams, Junior Statesmen, chess club, and other student-initiated activities. We plan to take advantage of charter status flexibility in adjusting our schedule to allow these activities. Based on the operating history of other Green Dot schools, several clubs are in the school's first year of operation and are expanded in subsequent years based on student interest and demand.

### **"A Typical Day" at the Charter School**

Students begin arriving at school at 7:15 a.m. and are greeted by an Administrator and Office Assistant. The school environment is a small, safe school that allows teachers and staff to provide individualized attention and prepare students for high school, college, leadership and life.

Our master schedule is designed to meet the needs of our students. Our curriculum and focus on the California content standards and Common Core standards provide a rigorous and well-rounded education. In order to ensure our students are successful, we have incorporated interventions into our daily schedule, including reading and math support, Read 180, and an Advisory course. Our Advisory course allows students to create a one-on-one relationship with their teacher and also is a conduit for college readiness, leadership development and overall youth development.

In each classroom, students will be taught by a highly qualified teacher that will utilize a variety of instructional techniques to ensure students understand and master the material. Students will be grouped into heterogeneous classrooms where teachers utilize differentiated instruction. In addition, teachers will adopt concrete and actionable instructional techniques from Doug Lemov's Teach Like a Champion that will enable them to focus on student engagement and student accountability for rigorous learning (e.g., No Opt Out, Right is Right, Cold Call, Everybody Writes). Teachers will be expected to use an appropriate mix of direct instruction, cooperative learning and individual student practice for all lessons. Teachers will facilitate collaborative learning environments where high expectations for academic performance are maintained and supported through the use of a variety of instructional strategies, scaffolding and explicit modeling.

Learning continues after the school bell rings through after-school enrichment programs, tutoring, student-run clubs and competitive sports. Students may be hosting a performance. Parents may be hosting a parent meeting or attending "coffee with the principal" to hear updates about the school, provide feedback and/or attending a parent education workshop.

Time	Activity
<b>7:15-7:45</b>	I arrive at school and am greeted by Principal Mossett as I enter the campus. I head to the cafeteria to eat breakfast with my fellow students. At 7:40, the bell rings, and our group immediately heads Period 1.
<b>7:45-8:45</b>	Arriving at English class, Ms. Bryant greets me with a "Good morning, Maria" and handshake. Last class, we worked in small groups focusing on understanding one poem. Today, we go around the room, and one student from each group leads a discussion of their group's interpretation.
<b>8:50-9:50</b>	I head with several classmates to Drama class. We are learning about improvisation and practicing it small groups.
<b>9:55-10:55</b>	Math! It's definitely my hardest subject this year. I review the math "Do Now" on the whiteboard and begin to tackle the problem. After our class finishes the "Do Now", we complete independent practice on the math concepts we learned last week and share our responses to the class. I feel frustrated that I missed four out of the ten practice problems but make a note to myself to stop by Mr. Perez's office hours so I can work on this with her.
<b>10:55-11:30</b>	During lunch, I eat with my friends and talk about the upcoming choir performance this weekend.
<b>11:34-12:10</b>	We start Advisory reading silently for twenty minutes. Afterwards, Ms. Walker reviews the

	agenda for our upcoming field trip to local universities next week. I'm so excited since this will be the first time I have ever visited a college!
<b>12:15-1:15</b>	It's finally time for my favorite class - Science! I've been working hard on my 3D solar system model since the whole school will get to see it, including my mom and aunt, at our Parent Night tomorrow.
<b>1:20-2:20</b>	I head to History, and we're immediately reviewing the readings we did last class and learning about our group project on the Renaissance.
<b>2:25-3:25</b>	My last class for the day is Technology. I'm currently creating a PowerPoint presentation on UCLA for my big presentation next week!
<b>3:30-4:30</b>	I walk to the after school program with my brother. After eating a snack and reading a book, I work on my math homework with the tutor. When I get stuck, I get permission to walk back to my classroom and ask Mr. Perez. Around 4:30pm, I head home to enjoy some family time.



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

### CA Education Code 47605(b)(5)(B)

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

### CA Education Code 47605(b)(5)(C)

*“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.”*

### **Measurable Student Outcomes (The extent to which all pupils demonstrate attainment of the skills, knowledge, and attitudes specified as goals in the school’s educational program)**

Ánimo Westside is being created using the same model as Green Dot’s other charter schools, all of which are performing above comparable public schools on key performance metrics. Green Dot expects Ánimo Westside to perform at similar levels as other Green Dot schools. As described previously, Ánimo Westside expects to graduate students that will be prepared for high school, college, leadership and life.

Ánimo Westside students will be:

<b>College-Directed Learners</b> <ul style="list-style-type: none"> <li>• Able to think critically and analytically to understand complex concepts across the curriculum</li> <li>• Prepared for high school curriculum meeting A-G requirements</li> <li>• Knowledgeable of college requirements and the application process</li> <li>• Knowledgeable of career field choices and educational pathways</li> </ul>	<b>Cultural Learners</b> <ul style="list-style-type: none"> <li>• Aware of cultural differences, unique group histories and diverse perspectives</li> <li>• Exposed to world languages and able to understand the dynamics of language and culture</li> <li>• Able to communicate with sensitivity within and across diverse communities</li> </ul>
<b>Innovative Leaders</b> <ul style="list-style-type: none"> <li>• Able to model ethical behavior through involvement in school functions, clubs and committees</li> <li>• Able to contribute to the success of individuals and their community through voluntary service</li> <li>• Effective oral communicators in distinct situations</li> <li>• Informed participants in the democratic process</li> </ul>	<b>Life-Long Learners</b> <ul style="list-style-type: none"> <li>• Responsible, mature decision-makers</li> <li>• Goal-oriented in their personal pursuits</li> <li>• Able to integrate multiple uses of technology, including emerging technologies</li> <li>• Adaptive to a wide array of professional and cultural settings through exposure to events outside the immediate community</li> </ul>

# **MEASUREABLE GOALS OF THE EDUCATIONAL PROGRAM**

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

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

## ***Ánimo Westside's Goals, Actions and Services from its Local Control and Accountability Plan***

<b>LCAP Goals</b>	<b>Actions and Services</b>
<b>A)</b> Maintain the appropriate assignment of teachers, fully credentialed in the subject areas and for the pupils they are teaching	<ul style="list-style-type: none"> <li>• All teacher candidates screened for employment will hold valid a CA Teaching Credential with appropriate EL authorization</li> <li>• Green Dot Human Resources department will regularly review credential status</li> <li>• Administrators will check teacher credentials before developing the school's master schedule</li> </ul>
<b>B)</b> Students will have access to standards-aligned materials and additional instructional materials as outlined in the school's charter petition	<ul style="list-style-type: none"> <li>• All ELA and Math "Course at a Glance" materials and curriculum maps will be aligned to CA Common Core State Standards</li> <li>• Green Dot Education Team and school staff (e.g., administrators, teachers) will be engaged in curriculum development</li> <li>• Appropriate allocations will be made for standards-aligned materials in the school budget</li> <li>• School will utilize diagnostic and summative/formative assessment data to determine student placement and academic progress. Instructional materials and strategies will be adopted to meet specific student academic needs</li> </ul>
<b>C)</b> Students will have access to the educational program as outlined in the school's charter petition	<ul style="list-style-type: none"> <li>• Charter School will design its master schedule to meet the needs of all its students</li> <li>• Master schedule will focus on core courses aligned to CCSS and CA content standards, and include Advisory and interventions as needed</li> <li>• Teachers will be provided with differentiated professional development focused on effective instructional practices and coaching to ensure that they can effectively implement standards-aligned curriculum</li> </ul>
<b>D)</b> Students will be offered elective courses if they do not require additional ELA or Math interventions	<ul style="list-style-type: none"> <li>• Administrators and counselors will assess student needs to inform master schedule</li> <li>• School will offer at least one elective course</li> </ul>
<b>E)</b> School facilities are maintained in good repair	<ul style="list-style-type: none"> <li>• Daily general cleaning by custodial staff will maintain campus cleanliness</li> <li>• Regular facility inspections and audits will screen for safety hazards</li> <li>• Coordinate school maintenance and repairs with Green Dot Operations staff and external providers, as appropriate</li> </ul>
<b>F)</b> Increase number of students scoring Proficient and above on SBAC ELA assessments (benchmark to be established in 2014-15)	<ul style="list-style-type: none"> <li>• All classroom instruction will be conducive to student learning in adequate learning environments</li> <li>• Students will have access to appropriate CCSS/CA content standards aligned instructional materials</li> <li>• Teachers will be provided with differentiated professional development focused on effective instructional practices and coaching to ensure that they can effectively implement a standards-aligned curriculum</li> <li>• Classroom instruction will incorporate testing strategies in preparation for the CA MAPP</li> <li>• Formative and summative assessments will be used to measure student learning in core subject areas</li> </ul>
<b>G)</b> Increase number of students scoring Proficient and above on SBAC Math assessments (benchmark to be established in 2014-15)	
<b>H)</b> School will meet the annual API Growth Target or equivalent	
<b>I)</b> Increase number of EL students who reclassify as Fully English Proficient	<ul style="list-style-type: none"> <li>• Annual CELDT/ELPAC results will be tracked</li> <li>• Based on student needs, EL students will receive differentiated support, which could include in-class instructional support, 1-on-1 teacher support and/or small group instruction</li> <li>• Teachers will use SDAIE and ELD instructional strategies</li> <li>• Teachers will be provided with ELD professional development</li> <li>• The campus Instructional Leadership Team and District English Learner Advisory Committee will review the progress of EL students twice per year to make recommendations for program supports, student placement, individual student supports</li> </ul>
<b>J)</b> Increase number of EL students scoring "Early Advanced" and "Advanced" on the California English Language Development Test ("CELDT") or ELPAC annual assessment	

	<ul style="list-style-type: none"> <li>• The Green Dot Education Team will review progress of ELD students once per year at a program review</li> </ul>
<b>K)</b> School will maintain a high Average Daily Attendance (“ADA”) rate	<ul style="list-style-type: none"> <li>• School will provide a safe, nurturing and engaging learning environment for all students, including those of the various subgroups enrolled</li> <li>• Parents/guardians and families will be engaged throughout year</li> <li>• School will recognize perfect attendance and students who achieve 95%+ attendance</li> <li>• Students not meeting the attendance standard will be entered into the SART process</li> </ul>
<b>L)</b> School will decrease student chronic absenteeism rate	<ul style="list-style-type: none"> <li>• Parents/guardians and students will be informed of school attendance policies specified in the Parent-Student Handbook</li> <li>• Counselors will be assigned to all students, and will schedule meetings with parents/guardians to assess student progress and interventions as needed</li> <li>• Student intervention after high truancy or absenteeism</li> <li>• Students not meeting the attendance standard will be entered into the SART process</li> </ul>
<b>M)</b> School will maintain low dropout rates	<ul style="list-style-type: none"> <li>• Students will attend regular meetings with their school counselors to discuss pathways and requirements</li> <li>• Counselors will be assigned to all students, and will schedule meetings with parents/guardians to assess student progress and interventions as needed</li> <li>• Student intervention after high truancy or absenteeism</li> <li>• Students not meeting the attendance standard will be entered into the SART process</li> </ul>
<b>N)</b> At least 2 parents will serve on the School Advisory Council (“SAC”)	<ul style="list-style-type: none"> <li>• Charter School will ask for parent volunteers to serve on the SAC</li> <li>• Charter School will offer volunteer hours for interested parents</li> </ul>
<b>O)</b> At least 2 parent activities or events will be held per semester	<ul style="list-style-type: none"> <li>• Charter School will have a Parent Coordinator who plans activities and manages communications with parents/guardians</li> <li>• School will host at least 2 parent events per semester (e.g., open house, parent conference, coffee with principal)</li> <li>• School will offer Parent University/trainings for interested families</li> </ul>
<b>P)</b> School will decrease school-wide suspension rate year-over-year or reduce its school-wide suspension rate to 5% or less (number of incidents / enrollment)	<ul style="list-style-type: none"> <li>• School will continue its implementation of Safe &amp; Civil strategies, which includes alternatives to suspension such as in-school suspension, lunch detention, Saturday school, etc.</li> <li>• School will promote positive behavior supports</li> <li>• School will implement consistent classroom behavior expectations school-wide</li> <li>• Administrators and the Safe &amp; Civil team will regularly review real-time discipline data and reports</li> <li>• Families will be involved in the educational process</li> <li>• School prohibits suspension for willful defiance</li> <li>• Green Dot Education Team will assess Green Dot Suspension and Expulsion policies annually</li> </ul>
<b>Q)</b> School will maintain a low annual expulsion rate	
<b>R)</b> Students, families and the school community will feel a sense of connectedness	<ul style="list-style-type: none"> <li>• Schools will seek student and parent feedback regularly during the school year</li> <li>• Families will continue to be involved in all key school operations</li> <li>• School will communicate frequently with students and parents on school-related matters and student/school performance</li> <li>• School will host events to develop school pride (e.g., open houses, community events)</li> </ul>

### **Measuring Pupil Outcomes: Student Assessments**

Aligned with its firm belief in accountability, Green Dot schools have rigorous assessment and goal-setting programs to measure students’ proficiency levels and ensure that each student is making progress toward becoming a responsible, well-educated adult. Students are assessed regularly from the time they enter the school through graduation and teachers monitor their progress closely. The following assessments are currently used at Green Dot’s existing schools:

- **Placement exams:** All incoming enrolled students are given placement exams in order to determine proficiency levels in math and reading. Comparable tests are given at the end of the year to measure progress. The CELDT/ELPAC exam is administered at the beginning of the year to determine English language proficiency for those whose first language is not English. CELDT/ELPAC is administered annually until students are designated English fluent.

- **State-Required Standardized Tests:** All state-required tests are given and analyzed closely. 5<sup>th</sup> grade scores for incoming 6<sup>th</sup> grade students are gathered after enrollment so that growth can be compared.
- **Green Dot Common Assessment Program:** Green Dot schools will use unit assessments to assess student mastery of standards, norm teaching practices across schools, and drive teacher reflection and improvement of practice. These assessments may be developed internally or may be developed by nationally-normed assessment providers such as: Glencoe and Carnegie Learning. Assessment vendors are subject to change based on recommendations and annual reviews conducted by the Green Dot Education Team.
- **Traditional Classroom Assessments:** Quizzes, essays, projects and exams are delivered regularly in classes.
- **Other Assessments:** Students are also measured regularly in non-curricular areas such as class attendance and discipline.

### Measuring Pupil Outcomes: Summative Assessment Performance Targets

#### STANDARDIZED TESTING

Charter School agrees to comply with and adhere to state requirements for participation and administration of all state-mandated tests. If Charter School does not test with the District, 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.

#### *Performance Targets Aligned to State Priorities (school-wide and for applicable subgroups)*

LCAP Goals	Measurable Outcomes				
	2015-16	2016-17	2017-18	2018-19	2019-20
<b>A)</b> Maintain the appropriate assignment of teachers, fully credentialed in the subject areas and for the pupils they are teaching  Metric: Teacher assignments	100% compliant	100% compliant	100% compliant	100% compliant	100% compliant
<b>B)</b> Students will have access to standards-aligned materials and additional instructional materials as outlined in the school's charter petition  Metric: Standards-based instructional materials	100% of ELA and Math teachers will use standards-aligned materials as evidenced by "Course at a Glance" materials, curriculum maps and appropriate textbooks	100% of ELA and Math teachers will use standards-aligned materials as evidenced by "Course at a Glance" materials, curriculum maps and appropriate textbooks	100% of ELA and Math teachers will use standards-aligned materials as evidenced by "Course at a Glance" materials, curriculum maps and appropriate textbooks	100% of ELA and Math teachers will use standards-aligned materials as evidenced by "Course at a Glance" materials, curriculum maps and appropriate textbooks	100% of ELA and Math teachers will use standards-aligned materials as evidenced by "Course at a Glance" materials, curriculum maps and appropriate textbooks
<b>C)</b> Students will have access to the educational program as outlined in the school's charter petition  Metric: Master Schedule, Green Dot Course Catalog	- 100% of middle school courses will be reviewed and approved in the Green Dot Course Catalog - Master schedules will	- 100% of middle school courses will be reviewed and approved in the Green Dot Course Catalog - Master schedules will	- 100% of middle school courses will be reviewed and approved in the Green Dot Course Catalog - Master schedules will	- 100% of middle school courses will be reviewed and approved in the Green Dot Course Catalog - Master schedules will	- 100% of middle school courses will be reviewed and approved in the Green Dot Course Catalog - Master schedules will

	reflect that students are enrolled in and have access to a broad range of courses that are appropriate for student needs	reflect that students are enrolled in and have access to a broad range of courses that are appropriate for student needs	reflect that students are enrolled in and have access to a broad range of courses that are appropriate for student needs	reflect that students are enrolled in and have access to a broad range of courses that are appropriate for student needs	reflect that students are enrolled in and have access to a broad range of courses that are appropriate for student needs
<b>D)</b> Students will be offered elective courses if they do not require additional ELA or Math interventions  Metric: Master schedule; Green Dot Course Catalog; applicable subject area assessments	School will offer at least one elective course offering	School will offer at least one elective course offering	School will offer at least one elective course offering	School will offer at least one elective course offering	School will offer at least one elective course offering
<b>E)</b> School facilities are maintained in good repair  Metric: Facility audit	90% in good or exemplar repair	90% in good or exemplar repair	90% in good or exemplar repair	90% in good or exemplar repair	90% in good or exemplar repair
<b>F)</b> Increase number of students scoring Proficient and above on SBAC ELA assessments (benchmark to be established in 2014-15)  Metric: SBAC assessment	Benchmark	Benchmark + 1%	Benchmark + 3%	Benchmark + 4%	Benchmark + 5%
<b>G)</b> Increase number of students scoring Proficient and above on SBAC Math assessments (benchmark to be established in 2014-15)  Metric: SBAC assessment	Benchmark	Benchmark + 1%	Benchmark + 3%	Benchmark + 4%	Benchmark + 5%
<b>H)</b> School will meet the annual API Growth Target or equivalent  Metric: API	Meet or exceed growth target	Meet or exceed growth target	Meet or exceed growth target	Meet or exceed growth target	Meet or exceed growth target
<b>I)</b> Increase number of EL students who reclassify as Fully English Proficient  Metric: CELDT/ELPAC Annual Assessment, Reclassification rate	24%	25%	26%	27%	28%
<b>J)</b> Increase number of EL students scoring “Early Advanced” and “Advanced” on the California English Language Development Test (“CELDT”)/ELPAC annual assessment  Metric: CELDT/ELPAC Annual Assessment	63%	64%	65%	66%	67%
<b>K)</b> School will maintain a high Average Daily Attendance (“ADA”) rate	90% or more	90% or more	90% or more	90% or more	90% or more

Metric: ADA					
<b>L)</b> School will decrease student chronic absenteeism rate	5% or less	5% or less	5% or less	5% or less	5% or less
Metric: ADA					
<b>M)</b> School will maintain low dropout rates	Decrease of 1% from prior year or maintain 0%	Decrease of 1% from prior year or maintain 0%	Decrease of 1% from prior year or maintain 0%	Decrease of 1% from prior year or maintain 0%	Decrease of 1% from prior year or maintain 0%
Metric: Dropout rate					
<b>N)</b> At least 2 parents will serve on the School Advisory Council (“SAC”)	At least 2 parents will serve on the SAC	At least 2 parents will serve on the SAC	At least 2 parents will serve on the SAC	At least 2 parents will serve on the SAC	At least 2 parents will serve on the SAC
Metric: SAC roster, SAC meeting attendance					
<b>O)</b> At least 2 parent activities or events will be held per semester	At least 2 parent activities or events will be held per semester	At least 2 parent activities or events will be held per semester	At least 2 parent activities or events will be held per semester	At least 2 parent activities or events will be held per semester	At least 2 parent activities or events will be held per semester
Metric: School events calendar, sign-in sheet					
<b>P)</b> School will decrease school-wide suspension rate year-over-year or reduce its school-wide suspension rate to 5% or less (number of incidents / enrollment)	Lower than prior year or maintain 5% or less	Lower than prior year or maintain 5% or less	Lower than prior year or maintain 5% or less	Lower than prior year or maintain 5% or less	Lower than prior year or maintain 5% or less
Metric: School-wide suspension rate					
<b>Q)</b> School will maintain a low annual expulsion rate	Lower than prior year or maintain 0%	Lower than prior year or maintain 0%	Lower than prior year or maintain 0%	Lower than prior year or maintain 0%	Lower than prior year or maintain 0%
Metric: Student expulsion rate					
<b>R)</b> Students, families and the school community will feel a sense of connectedness	School will receive at least an 80% score on the Survey Question: “Would you recommend this school to a friend?” on the Green Dot Family survey	School will receive at least an 80% score on the Survey Question: “Would you recommend this school to a friend?” on the Green Dot Family survey	School will receive at least an 80% score on the Survey Question: “Would you recommend this school to a friend?” on the Green Dot Family survey	School will receive at least an 80% score on the Survey Question: “Would you recommend this school to a friend?” on the Green Dot Family survey	School will receive at least an 80% score on the Survey Question: “Would you recommend this school to a friend?” on the Green Dot Family survey
Metric: Green Dot Annual Stakeholder Survey					

Ánimo Westside will establish targets for ELA and Math on the SBAC Common Core assessment once baseline data is received from the 2014-15 administration of the test. LCAP goals and targets may be adjusted based on the school’s annual update and reflection on prior year academic achievement. Ánimo Westside will strive to achieve targets and expects to be held to the same accountability standards as District schools.

### **Measuring Progress Towards Outcomes: Formative Assessment**

All students will be held accountable to the Common Core standards and CA State standards and supported to reach the Green Dot objectives for performance. Ánimo Westside will use unit assessments aligned to benchmark student progress in core areas including English, Math, Science and History. This program includes pacing guides, exams, data reports and analysis of student scores. The goals of the program are listed below:

- Provide the ability for schools to track individual student progress
- Create common assessment tools across the organization that allow teachers to use common data to inform instruction
- Create the opportunity for collaboration amongst teachers so that best practices can be shared across the organization
- Provide multiple opportunities for students to get accustomed to standardized testing

### Assessment Tools

Subject Area	Aligned State Standards	Assessment Tool	Time(s) Given
English Language Arts	- Student will read with comprehension, write with clarity, speak with meaning, and possess familiarity with literary works	Read 180* (summative)	Summer Bridge
		Green Dot Common Assessment (unit)	6-8 times per year
		Timed Writing (formative & summative)	2 times per year
		ELA SBAC (summative)	Spring
English Language Development	- Students will gain increasing control of the ability to understand, speak, read and write in English	Home Language Survey (formative)	Summer Bridge
		CELDT/ELPAC (formative)	Summer Bridge
		Read 180* (formative & summative)	Throughout school year
		EDGE* (formative & summative)	Throughout school year
History/ Social Studies	- Students will demonstrate intellectual reasoning, reflections, and research skills related to chronological and spatial thinking, historical interpretations, and research, evidence and point of view - Students will demonstrate an understanding of Ancient Civilizations, Medieval and Early Modern Times and American History	Green Dot Common Assessment (unit)	6-8 times per year
		Glencoe* History / Teacher Created Tests (formative)	Throughout school year
Mathematics	- Students will master the four arithmetic operations with whole numbers, positive fractions, positive decimals, and positive and negative integers - Students will understand the concepts of mean, median, and mode of data sets and demonstrate ability to analyze data - Students conceptually understand and work with ratios and proportions - Students will demonstrate ability to manipulate numbers and equations - Students will make conversions between different units of measurement - Students will demonstrate an understanding of the symbolic language of mathematics and the use of mathematics in a variety of problem-solving situations	Green Dot Math Diagnostic (formative)	Summer Bridge
		Green Dot Common Assessment (unit)	6-8 times per year
		Teacher Created Tests (formative)	Throughout school year
		Math SBAC (summative)	Spring

Science	- Students will demonstrate through investigation and experimentation, an understanding of the principles of physical and life science as well as ecology	Green Dot Common Assessment (unit)	6-8 times per year
		Teacher Created Tests (formative)	Throughout school year

\*Assessment vendors subject to change based on recommendations and annual reviews conducted by the Green Dot Education Team.

Ánimo Westside agrees to the following:

- All teachers must administer benchmark exams.
- Teachers can give each benchmark exam anytime during the window.
- All teachers must agree to follow the blueprints/pacing guides for all benchmark exams.
- All teachers will participate in collaboration days to share reflections on their data and collaborate on next steps for unit planning.
- Ánimo Westside administrators must help teachers devise a plan for sharing benchmark data with students and parents.
- Ánimo Westside administrators must monitor the implementation of next steps devised by teachers after benchmark data is received.

Green Dot is recommending that, in addition to passing the required number of courses appropriately distributed, graduating students complete a capstone 8<sup>th</sup> grade project that demands evidence of student learning for their three years of education at Ánimo Westside, demonstrating their proficiency in the goals we have set for students, which include:

- Ability to show leadership in the community setting
- Demonstration of problem-solving skills
- Showing respect for differences among people and cultures
- Confidence in academic ability and interpersonal relations
- Evidence of working cooperatively and negotiating effectively with others

This is designed to be an open-ended project in which students are given flexibility in their choice of activities for the capstone project, and we envision that students will complete this assignment with creativity and enthusiasm. By the end of their 8<sup>th</sup> grade year, such students will present a portfolio documenting their learning growth and acquisition of skills such as:

- Reading, writing, and mathematical competency
- Academic rigor of synthesis, analysis, and evaluation
- Technological acumen
- The ability to work in a team setting
- Initiative, perseverance, and motivation

### **Data Analysis and Reporting**

The achievement of Ánimo Westside will be measured in both growth and absolute measures and will be compared to the achievement of selected District schools that are similar in demographics and other characteristics (e.g., proximity to school, incoming student performance).

### **Comparison Schools**

Ánimo Westside will analyze the school's academic performance by using publicly available data to compare the academic achievement of its students to the academic achievement of comparison District schools, and ensure that Ánimo Westside is also serving similar demographic characteristics as LAUSD neighborhood schools.



### ***Role of Data to Monitor and Improve the Academic Program***

College-prep, rigorous assessments that are aligned to Common Core and State standards will be provided to all Ánimo Westside students. Teachers will be trained to use the Backwards Design Model for developing instructional units. This model requires teachers to use the state standards and Common Core standards as a starting point for curriculum development. By adhering to this model, Ánimo Westside will ensure that student report card grades measure the level of student mastery of the standards. Teachers will also use student achievement results on assessments to determine areas for re-teaching. Teachers will meet at least once a semester to examine student work using protocols to assess student levels of proficiency with regards to standards. Teachers will use student performance on weekly and quarterly assessments to guide their planning and instruction.

Ánimo Westside will rely heavily on data collected from assessments to personalize learning for each student and to ensure proper placement in classes. Incoming 6<sup>th</sup> graders take placement exams (one in reading, and one in math) during the summer. The reading test is taken from Read 180, a standards-aligned reading acceleration program, and this test determines a student's lexile level so that Ánimo Westside can determine which students are reading at a Basic, Below Basic, or Far Below Basic level. The Green Dot Math Diagnostic test is used to determine Algebra readiness. Students who score Basic, Below Basic, or Far Below Basic on the reading assessments are placed in a year-long Read 180 course to support them in language arts. Students who Basic, Below Basic, or Far Below Basic on the math assessments may be placed in a course specially designed to support them in their math classes.

Ánimo Westside staff will also use data from state assessments, diagnostic assessment (e.g. Read 180, Math Diagnostic) and classroom assessments on a quarterly basis to inform instruction and student placement. Ánimo Westside will use all of these indicators to monitor student growth and school progress. The staff will analyze student achievement data to determine the areas of highest need and to develop specific goals and steps to be taken to increase student achievement. Each department will set goals at the beginning of each year to determine steps to be taken to achieve the goals. The department then establishes steps to take, including resources to be used, to help them reach this goal. In addition, the review of student grades each quarter leads to discussions about the types of assessments each teacher uses as well as the ways in which teachers are grading.

Student achievement and assessments will also be discussed during department meetings and grade level meetings. The master schedule aims to provide all teachers in a department with a common planning period so they can meet weekly to collaborate. Additionally, departments/grade levels will meet on early release Fridays to discuss progress towards department goals and curriculum pathways. Each grade level will function as a Student Success Team that collaborates to develop individualized intervention plans for struggling students and/or high achieving students in need of a challenge. Administrators, counselors, teachers, parent and clinical services personnel will also be invited to participate in the Student Success Teams to ensure students are receiving the support they need to be successful.

Green Dot believes a critical piece to student success is a student's ability to assess his/her own work against set standards. "Plan, Do, Study, and Act" are the steps used by staff when creating unit plans and daily lesson plans. This technique is founded on the notion that teachers must clearly define what they expect students to learn if students are to achieve at high levels. Students must have visible targets for work, be able to evaluate their own work, and set goals for their own effort.

### **Methods to Ensure that All Statewide Standards are Met and Pupil Assessments Conducted**

The philosophy of Ánimo Westside, Green Dot schools, Green Dot board members, and community stakeholders is that we will work together to set specific and measurable goals to ensure that all Green Dot schools meet their obligations with regard to student performance and school operations in order to

support ongoing learning and improvement. Goals and objectives to ensure that students meet statewide standards for academic performance will involve the following four-step process—Plan, Do, Study, Act.

- **PLAN: Setting measurable standards and goals:** Staff has identified what students should know (content standards) and what they should be able to do (performance standards) in all learning areas at critical points in their education. Steps in this process include: reviewing the school's mission, purpose, and expectations, reviewing state and district standards, developing exit outcomes and graduation standards, and listing specific academic outcomes that students will demonstrate in each subject area, grade, or skill level.
- **DO: Linking standards to curriculum and assessment:** Standards, curriculum, and assessment are aligned with each other, with state guidelines, and with the school's educational goals. Professional development includes training in the use of data-driven decision making, and educators review the alignment of assessment and curriculum with the state content standards at least twice a year.
- **STUDY: Measuring student performance and monitoring progress toward goals:** Progress is objectively measured by the annual statewide assessments for each grade. Classroom teachers may also measure achievement using the interim benchmark assessments and classroom performance assessments. Progress is communicated to parents on a regular basis. Progress reports are issued quarterly and parents have daily access to student grades on PowerSchool.
- **ACT: Using the data to identify strengths and areas of improvement:** Staff will set baseline expectations for incoming students (e.g., information from previous assessments), recommend additional support if needed, administer all assessments, including school, district, and state-required testing (e.g., state-required tests, proficiency tests), develop evaluative comparisons with similar populations using disaggregated data, set priorities for professional development, and assist with the allocation of resources.

In addition, Ánimo Westside will have a performance scorecard developed by Green Dot in order to measure the performance of all stakeholders in the school. The scorecard includes teacher, parent and student surveys, which are part of the matrix shown below:

***Matrix of Evidence to Improve Pupil Learning***

	Measure	Analyze	Develop Action Plan and Set Goals
Students	<ul style="list-style-type: none"> <li>• State Tests</li> <li>• Classroom Projects and Grades</li> <li>• Attendance</li> <li>• Retention Rate</li> <li>• Disciplinary Actions</li> </ul>	<ul style="list-style-type: none"> <li>• Compare with similar schools and to all California schools</li> <li>• Identify root causes of performance increases or decreases in each area</li> </ul>	<ul style="list-style-type: none"> <li>• Create plan for improvement in low performing areas</li> <li>• Set targets for next academic year</li> <li>• Improvement required annually</li> </ul>
Teachers	<ul style="list-style-type: none"> <li>• Teacher Performance Evaluations</li> <li>• Student Performance in Individual Classes</li> <li>• Teacher Satisfaction Surveys from Students</li> <li>• Teacher Retention</li> </ul>	<ul style="list-style-type: none"> <li>• Identify strengths &amp; opportunity areas for each teacher</li> <li>• Compare with previous scorecards</li> <li>• Analyze “life cycle of teachers” to identify breakdowns (recruiting, staff development, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>• Create plan for improvement in low performing areas</li> <li>• Set targets for next academic year</li> </ul>

Parents	<ul style="list-style-type: none"> <li>• Completion of Volunteer Hours</li> <li>• Attendance at School Parent Meetings</li> </ul>	<ul style="list-style-type: none"> <li>• Compare with previous years and across Green Dot</li> <li>• Identify internal and external forces affecting performance</li> </ul>	<ul style="list-style-type: none"> <li>• Create plan for improvement in low performing areas</li> <li>• Set targets for next academic year</li> </ul>
Principal / Admin.	<ul style="list-style-type: none"> <li>• Student Performance</li> <li>• Student Satisfaction</li> <li>• Teacher Performance</li> <li>• Teacher Satisfaction</li> <li>• Fiscal Management</li> <li>• Parent Satisfaction</li> <li>• Cluster Director Evaluation</li> </ul>	<ul style="list-style-type: none"> <li>• Compare with previous years, across Green Dot &amp; similar schools</li> </ul>	<ul style="list-style-type: none"> <li>• Create plan for improvement in low performing areas</li> <li>• Set targets for next academic year</li> </ul>
Green Dot Management	<ul style="list-style-type: none"> <li>• Academic Performance at Individual Schools</li> <li>• Staff Performance and Retention</li> <li>• Organizational Culture</li> <li>• Operations and Fiscal Management</li> </ul>	<ul style="list-style-type: none"> <li>• Compare with previous years and targets set by Board</li> </ul>	<ul style="list-style-type: none"> <li>• Create plan for improvement in low performing areas</li> <li>• Set targets with Board for next academic year</li> </ul>

### ***Identification of Who will be Accountable for Student Progress***

Green Dot will hold the principal of Ánimo Westside ultimately accountable for the success of the school and student performance. By implementing the Green Dot school model, the Ánimo Westside staff will be data-driven, results-oriented and accountable for student progress in the classroom. The culture at Ánimo Westside will be based upon constant reflection and improvement.

As required under No Child Left Behind (“NCLB”), Ánimo Westside will work with its staff to ensure that all students have full access to the curriculum and that each subgroup in the school is making meaningful progress towards meeting all of the standards. Ánimo Westside will implement all provisions of NCLB that are applicable to charter schools, including the use of effective methods and instructional strategies that are based on scientific research that strengthens the core academic program, meeting its Adequate Yearly Progress goals, publicly reporting the school’s academic progress and reaching and teaching students with a diversity of learning styles. Ánimo Westside may also implement extended learning for students falling behind who need extra help. Ánimo Westside will participate in all assessments required by the State of California. Furthermore, Ánimo Westside will be a WASC accredited school.

Green Dot’s education team conducts program reviews annually with each school where academic and cultural outcomes are assessed and a strategic plan is put in place to ensure targets will be met. Green Dot uses student performance data as a cornerstone of its management of its schools and provides extensive development to school leadership and staff so that each school will consistently improve and surpass the goals outlined within its charter petition.

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

Ánimo Westside is committed to providing a standards-based education for each of its students, and exhausting our resources to provide academic intervention to support achievement at or beyond proficiency for all students.

Please refer to Green Dot’s Policy Manual and the school Parent-Student Handbook for more information on instructional policies.

### ***Grading***

Green Dot requires that all of its teachers publish a grading policy for each course. Teachers publish course grading policies in each course's syllabus and review the grading policy with the school site principal for approval. As with other Green Dot schools, Ánimo Westside's Principal will work with teachers and departments to align grading policies across the school site. Each school and course generally adheres to the following standard grading policy:

- 1) Students are given letter grades for assignments
  - A = superior work, the student consistently excels in quality of work
  - B = above average work, the student maintains a good standard of work
  - C = average work, the students does expected work at a moderate level of achievement
  - D = below average level of achievement. While this is a passing grade, the student may have to remediate the course to advance to the next level of instruction.
  - F = student does not meet minimum requirements; no credit is given.
  - The grade of "I" (Incomplete) may only be given when extended illness or other unusual circumstances warrant giving the student additional time to fulfill the course work. These grades must be removed within six weeks of the next semester, or they become an "F".
- 2) Courses typically assign a percentage of a student's total course grade to each of the following categories: homework, quizzes, mid-terms, finals, and class projects. A "typical" class will assign 15% of the total course grade to homework, 20% to quizzes, 20% to mid-terms, 30% to final exams, and 15% to class projects such as portfolios, presentations, or other authentic assessments.

### ***Parent Communications***

#### **Parent-Student-Teacher Conferences**

Green Dot Public Schools commits to good communication between home and school. When a student experiences academic difficulties, a parent conference (a meeting with parents/guardians and an administrator or team of teachers) is scheduled with the student to identify areas of difficulty and possible strategies for remediation. An action plan that aims to meet the needs of the students will be formulated at that meeting.

#### **Progress Reports**

Progress reports will be mailed home at the end of the first and third quarter. Progress reports are not final and indicate a student's performance to-date in the semester.

#### **Report Cards**

Report cards will be issued at the conclusion of each semester. Report cards will be mailed home and include final grades that will be reflected on a student's transcript.

### ***Promotion/Retention***

All students must attend school full time. Middle school students (grades 6 - 8) are required to participate in the educational and academic classes offered in the areas of English, Reading, Mathematics, Social Science, History and Writing. The Green Dot promotion policy ensures that each child is prepared to progress successfully through grade levels in order to prepare for success in high school, college, leadership and life.

Students who are not prepared to exit a grade level are not permitted to move to the next grade until they have attained adequate achievement in their present grade level. This policy is designed to cease social promotion and ensure appropriate learning for each child.

The following criteria will be considered for promotion:

- 1) Attendance
- 2) Course Grades

## Element 4: Governance

### CA Education Code 47605(b)(5)(D)

*“The governance structure of the school, including, but not limited to, the process to be followed by the school to ensure parental involvement.”*

### **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 comply with the Brown Act and the Public Records Act.

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

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

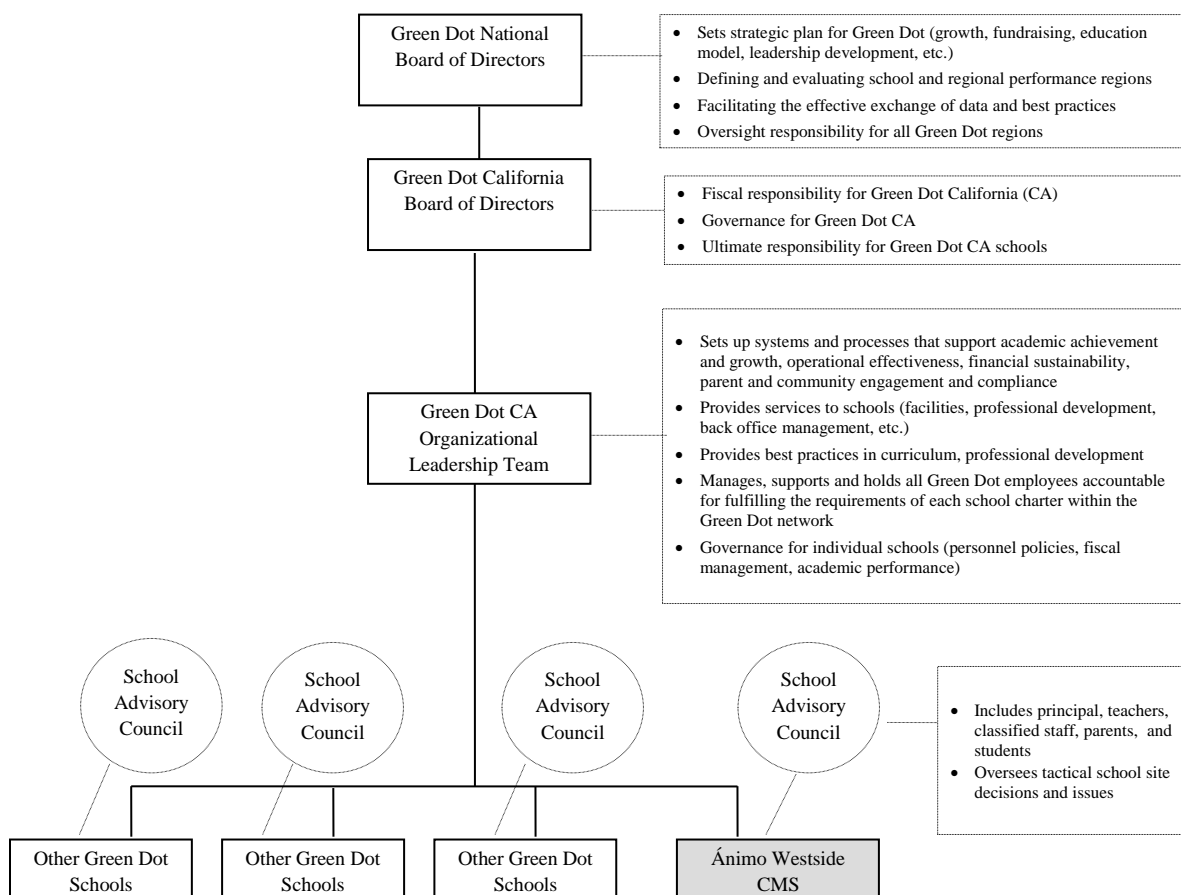
Charter School shall send to the CSD copies of all governing board meeting agendas at the same time that they are posted in accordance with the Brown Act. Charter School shall also send to the CSD copies of all board meeting minutes within one week of governing board approval of the minutes. Timely posting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

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

### ***Nonprofit Public Benefit Corporation***

Ánimo Westside is an independent charter school governed by Green Dot Public Schools California (“Green Dot California”), a nonprofit public benefit corporation operated per Education Code section 47604. Green Dot California is governed by the Green Dot California’s Board of Directors (“Board” or “California Board” or “California Board of Directors”) in accordance with its adopted bylaws, which shall be consistent with the terms of this charter. Green Dot Public Schools National (“Green Dot National”) oversees all of its regions and schools, and is governed by the Green Dot National’s Board of Directors (“National Board” or “National Board of Directors”). Ultimate responsibility for the governance of Ánimo Westside will rest with the California Board of Directors. Please refer to the Appendix for the articles of incorporation and bylaws of Green Dot California.

## Green Dot Governing Structure



## Green Dot California Board Membership

California Board members are designated by the National Board based upon nominations by an existing California Board member or by a National Board member. The California Board frequently discusses additions to its membership based on the need to add expertise and/or balance representation of the communities served by Ánimo Westside and other Green Dot California schools. Once a person is nominated for appointment to the California Board, the California Board undergoes a thorough review process including reviewing the nominee's professional background, community involvement, and commitment to Green Dot's mission. The California Board then submits its recommendation to the National Board. To be confirmed, nominees must be vetted and approved by the National Board. California Board members generally start with one-year terms; after that, they are up for reappointment every two years with no limitation on total terms. The National Board can, by majority vote of the quorum needed to transact business, elect to remove a California Board member if it deems that the California Board member fails to uphold the values of the Green Dot organization. The California Board, by a majority vote of the California Board members then in office, may remove a California Board member with the written consent of the National Board. In addition, the California Board, by resolution, may declare vacant the office of a California Board member who has been declared of unsound mind by an order of court, or who has been convicted of a felony, or who has been found by final order or

judgment of any court to have breached a duty under Part 2, Chapter 2, Article 3 of the California Nonprofit Corporation Law.

### ***California Board Authority***

The California Board's governance responsibilities include, but are not limited to, the following activities which may be accomplished either through empowering and supporting management or accomplished directly by the Board (as described below):

- Uphold the provisions of the charter;
- Set the strategic direction of the region;
- Ensure financial sustainability by approving the organizational budget and each campus' budget as well as monitor the budget regularly;
- Monitor and manage academic and operational performance of the region and each school;
- Hire and manage school leaders;
- Provide supports and interventions to schools to support schools in achieving performance goals;
- Review and approve the annual audit;
- Greenlight regional growth;
- Set and approve major school policies;
- Engage with Green Dot Public Schools National to license the Green Dot brand (e.g., intellectual property, academic and professional model) and contract for support services;
- Conduct student expulsion and employee termination appeals;
- Maintain Board operations;
- Provide consultation in areas of expertise – legal, real estate, finance, public and media relations, education, community engagement, legislation, government relations and labor relations;
- Nominate additional Board members;
- Support in fundraising efforts;
- Act as an ambassador for Green Dot and promote awareness of the organization and its successes with community leaders, funders and influencers; and
- Contract out work and take action on any matter in the event of an emergency, consistent with any limitations.

The California Board may initiate and carry on any program or activity, or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law, and which is not in conflict with the purposes for which schools are established. The California Board may execute any powers delegated to it by law, and shall discharge any duty imposed upon it by law, and may delegate to the California Organizational Leadership Team ("OLT"), any of those duties, as permitted by law and Green Dot's bylaws. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will: be in writing; specify the appropriate entity or persons (including, but not limited to, OLT members) designated by the Board; describe in specific terms the authority of the Board being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and require an affirmative vote of a majority of California Board members at a meeting compliant with the Brown Act.

### ***Board Meetings***

The entire California Board meets on at least a quarterly basis. All Board meetings are open to the public. Meeting notices and agendas will be made available and posted to the public prior to board meetings (both on the Green Dot website and physically in schools' main offices). For all regularly scheduled meetings, an agenda will be posted 72 hours in advance, on the main entrance of the Green Dot Home



Office at 1149 S. Hill St., Ste. 600, Los Angeles, CA 90015. Board actions are recorded in meeting minutes and copies made available to the public via the Green Dot website. The public may request Board records by calling Green Dot's Home Office at (323) 565-1600 or via email at [info@greendot.org](mailto:info@greendot.org).

### ***Quorum and Motion Requirements***

A majority of the voting members of the California Board shall constitute a quorum of the Board, which is necessary for the Board to transact business. All motions, in order to pass, need positive action by at least a majority of the required quorum at any meeting.

### ***Board Action (Voting) Requirements***

1. The Board may only take action on items formally listed on the Board agenda, except as authorized by law.
2. When there is a tie vote on the agenda topic under consideration, the item may be resubmitted to the Board at its next properly noticed meeting.

### ***Abstention***

To the extent consistent with all applicable laws and the Board Bylaws, Robert's Rules of Order is the parliamentary law of all Board proceedings and committees (including abstention); provided, however, that the failure to follow Robert's Rules of Order at any meeting shall not affect the validity of any otherwise compliant Green Dot California Board action.

### ***Teleconference Meetings***

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

1. At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within LAUSD's jurisdiction if business of schools chartered by LAUSD will be transacted.
2. All votes taken during a teleconference meeting shall be by roll call;
3. If the Board 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;
4. All locations where a member of the Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
5. 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 directly at each teleconference location; and
6. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

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

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

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

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

Charter School shall establish and provide a uniform complaint procedure in accordance with applicable federal and state laws and regulations, including all applicable requirements of California Code of Regulations, title 5, sections 4600 et seq.

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

Charter School shall extend its uniform complaint procedure to complaints pursuant to the local control funding formula. Ed. Code § 52075.

### **LEGAL AND POLICY COMPLIANCE**

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

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

### **RESPONDING TO INQUIRIES**

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

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

### **NOTIFICATION OF THE DISTRICT**

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

### **STUDENT RECORDS**

When a student transfers for any reason from Charter School to any other school, Charter School shall transfer a copy of the student's complete cumulative record within 10 school days of receiving a records request from the receiving school. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 16. Charter School shall comply with the requirements of Ed. Code section 49060 et seq., regarding rights to access student records and transfer of records for youth in foster care.

### **Organizational Leadership Team**

Green Dot California's Organizational Leadership Team ("OLT") is responsible for the majority of the policy setting decisions, including but not limited to the following: develop general policies of the school; recommend and monitor the school's annual budget; ensure operation of the school in accordance with the charter and the law; and hiring the school's principal. In addition, the OLT is responsible for setting up systems and processes that support academic achievement and growth, operational effectiveness, financial sustainability, parent and community engagement, and compliance across the network of schools. The California OLT is required to manage, support and hold accountable all Green Dot California employees to fulfill the requirements of each charter petition within the Green Dot California network.

Members of the OLT are selected by Green Dot California's Chief Executive Officer as authorized by the Board. The OLT includes leaders that are Cluster Director-level and above (e.g., Chief Executive Officer and Chief Financial Officer). The OLT meets weekly to focus on key issues dealing with Ánimo Westside and other Green Dot California schools. OLT members meet with the principal on at least a monthly basis to discuss topics such as: school performance, student academic success, school operations, financial management, reporting, etc. This regular feedback helps ensure that Ánimo Westside meets its targets and is continually improving.

### **Composition of Organizational Leadership Team**

#### **Marco Petruzzi – Chief Executive Officer, Green Dot National**

Marco Petruzzi is the Chief Executive Officer of Green Dot National. He originally joined Green Dot as President and Chief Operating Officer in January 2007. Prior to Green Dot, Mr. Petruzzi founded r3 school solutions, an organization that provided management and administrative services to charter management organizations. Prior to founding r3 school solutions, he was a Vice President at Bain & Co., a global management consulting firm. Mr. Petruzzi has fifteen years of consulting experience working with top management of major international groups in corporate and product-market strategy, channel management, pricing strategy, commercial organization, operations, R&D management and supply chain management assignments, in the USA, South America, and Europe. Prior to joining Bain & Company, Mr. Petruzzi also worked at McKinsey & Co. and for Enichem Americas, a petrochemical trading company based in New York. Mr. Petruzzi earned a B.S. in Industrial Engineering at Columbia University, where he also earned an M.B.A. He has extensive international experience, having lived in six different countries, and is fluent in four languages (English, Spanish, Portuguese and Italian). Mr. Petruzzi, an active community member, is married and has two children, both attending public schools.

#### **Dr. Cristina De Jesus – Chief Executive Officer, Green Dot California**

Dr. Cristina De Jesus is the Chief Executive Officer of Green Dot California. She has been a member of the Green Dot Team since 2002, and served as Green Dot's President and Chief Academic Officer for the last five years. As President and Chief Academic Officer, she oversaw all of Green Dot's academic programs, curriculum development, human capital and training programs for administrators and teachers and led the charge to create Green Dot's nationally-recognized teacher development and evaluation system. She also oversaw school operations, human resources, IT and data systems. She plays an integral role in the collaboration with Green Dot's Board of Directors and Green Dot's Teachers' Union. Most recently, she has been part of the core team working on Green Dot's plans to expand nationally.

Dr. De Jesus joined Green Dot as the founding principal at Ánimo Inglewood Charter High School, Green Dot's second school. Four years later, she became Green Dot's Vice President of Curriculum and Instruction, serving in that role for two years before being named Chief Operating Officer.

She was an English and History teacher for seven years in the Santa Monica/Malibu School District and earned National Board Certification in Early Adolescent/English Language Arts, an advanced teaching credential awarded to only a small fraction of our nation's teachers.

Dr. De Jesus has earned a Masters of Education, a Masters of Education Administration, and recently earned her doctorate in Educational Leadership from UCLA. She has helped build the foundation of Green Dot's success with a role in nearly every initiative and undertaking to boost student achievement.

#### Annette Gonzalez – Chief Academic Officer

Annette Gonzalez serves as the Chief Academic Officer of Green Dot. She was previously the Vice President of Education for Green Dot Public Schools. Working with the Cluster and Curriculum Directors, she is responsible for oversight and support of Green Dot's 21 schools, the development of curriculum and assessments, coaching services for teachers, and the organization-wide transition to the Common Core.

Annette spent the last five years as a Cluster Director, coaching six Green Dot principals in the Lennox, Inglewood and South Los Angeles communities. As a Cluster Director, Annette worked with four Green Dot high schools and two middle schools that opened in the Fall of 2011 through the Public School Choice process on the former campus of Henry Clay Middle School. Prior to becoming a Cluster Director at Green Dot, Annette was the principal of Ánimo Inglewood Charter High School, where she was also an Assistant Principal and the founding ninth grade English teacher.

Annette began her career as an English language arts and History teacher at Lincoln Middle School in the Santa Monica- Malibu Unified School District. In addition to teaching sixth grade, Annette was Nationally Board Certified in 2001 in Early Adolescent English Language Arts. Annette earned her undergraduate degrees in English and History from the University of California, Riverside.

#### Sabrina Ayala – Chief Financial Officer

Sabrina Ayala is the Chief Financial Officer of Green Dot and is responsible for managing all financial aspects, including financial strategy, budgets, cash management, accounts receivables, accounts payable, facility financing and purchasing. She brings to Green Dot ten years of Wall Street experience. Prior to joining Green Dot in 2006, Ms. Ayala was an Institutional Equity Trader with Merrill Lynch, a Valuation and Compensation Consultant with Stern Stewart & Co. and an Investment Banker with Kidder, Peabody & Co. All were based in New York City. Her areas of expertise include natural resources, cyclical chemical industries, consumer products, REITS and arbitrage. Ms. Ayala, an Eli Lilly Scholar, received her MBA from the Kellogg School of Management in 2002 with majors in Finance and Entrepreneurship. Her Bachelor of Science degree in Finance, with minors in Accounting and Sports Management, is from Northern Illinois University, where she graduated with honors, cum laude and Outstanding Woman Graduate of the Year.

#### **Composition of Green Dot California Board of Directors**

##### Kevin Reed – Board Chairman, Vice Chancellor of Legal Affairs at UCLA

As Vice Chancellor-Legal Affairs, Kevin S. Reed oversees UCLA's provision of campus-wide legal services, counseling, advice, assistance and litigation. He also supervises the provision of ombuds services, the prevention of sexual harassment and compliance with Title IX. A civil rights lawyer by training, Reed joined UCLA in March 2008, after serving as general counsel of the Los Angeles Unified School District (LAUSD), the nation's second largest school district. In nearly five years there, he

directed LAUSD legal affairs, conducted litigation for the district and oversaw the work of 40 outside law firms and 40 in-house attorneys. Prior to joining LAUSD, Reed spent nearly 8 years in a boutique litigation firm, which followed six years as the managing attorney for the western regional office of the NAACP Legal Defense and Educational Fund, Inc., in Los Angeles.

Reed's career has engaged him in a broad range of legal issues — from authoring billions of dollars in voter-approved school bond measures, to defending the use of a probabilistic seismic hazard model to estimate earthquake losses, to election law, to employment, labor and government law. He led collective bargaining at LAUSD and was a principal architect of a pathbreaking "pilot school" agreement with the LAUSD teacher's union. His career has focused on constitutional issues and civil rights, from his days litigating police abuse and housing discrimination cases to his work with the school district's historic efforts to relieve overcrowding at schools in low-income neighborhoods, to his current work advising the UCLA senior leadership in their efforts to foster diversity and create opportunities for underrepresented minorities in one of the nation's premier public universities.

Reed remains committed to public education, serving on the Board of Directors of ExED, an organization dedicated to helping launch and professionally manage public charter schools and the Local Advisory Board of Education Pioneers, a national group focused on fostering professional talent for public education management. He also serves as one of UCLA's representatives on the governing council of the UCLA Community School, a parent- and teacher-led LAUSD pilot school in the Robert F. Kennedy Community Schools Complex. Reed received his J.D. degree, cum laude, from Harvard Law School and his B.A. with distinction, from the University of Virginia. He is a member of the California, New York and Massachusetts state bars.

*Dr. Jon P. Goodman – Former President of Town Hall Los Angeles*

Dr. Jon P. Goodman, President of Town Hall Los Angeles, has occupied several leadership positions in projects designed to strengthen the LA region, as well as in academia and business outside of California. Under her leadership, Town Hall Los Angeles has once more become the venue of choice for world leaders in business, politics and culture. Since becoming President in 2005, the number of Town Hall events has risen more than 300% with a comparable audience increase; its podium has been the medium for major policy addresses from US Senators to heads of the Fortune 500.

As Executive Director of the EC2 Incubator at University of Southern California's Annenberg Center, Dr. Goodman built and led the nation's first new media incubator. Before founding EC2, she was the Director of the Entrepreneur Program at USC where she led it to the top-five national rankings. In that position, she developed the first entrepreneurial programs in South Los Angeles High Schools including Rosemead High School, Downey High School and Manual Arts High School. Dr. Goodman created the first direct business assistance program in South Los Angeles—The University Community Outreach Program/Business Expansion Network. She was a Founding Director of the Digital Coast Roundtable, has served as the Chair of the Los Angeles Venture Forum, and is currently a board member of Sage Publications, Inc., and Green Dot Public Schools.

Before relocation to Los Angeles, Dr. Goodman served as research professor and founder/Director of the University of Houston/Gulf Coast Small Business Development Center at the Bauer College of Business Administration, Strategy and Microeconomics from the University of Georgia. Throughout her career, she has been consistently recognized as an innovative, creative and committed leader. She was selected by *Wired* magazine as one of the 20 people in the nation who will help form the future of the entertainment industry and by the *Los Angeles Times* as one of the 10 most influential people on the region's technology business.

*Salina Joiner – President of the Asociacion de Maestros Unidos*

Salina is the President of the Asociacion de Maestros Unidos (AMU), the union that represents the teachers and counselors of Green Dot Public Schools. Prior to leading AMU, Ms. Joiner was an English teacher at Green Dot for 6 years. Before working at Green Dot, Ms. Joiner worked at College Summit, a nonprofit organization that partner with high schools and universities to send more students to college. In addition, Ms. Joiner participates in multiple civic causes across the city and has received multiple awards in recognition for her leadership. She graduated from the University of Southern California with a B.A. in International Relations magna cum laude.

*Peter Scranton – Former Venture Capitalist*

Peter Scranton has been developing early stage venture companies including an entrepreneurial venture partnership in retail marketing and a business service company dedicated to building employee engagement and productivity. Prior to developing venture opportunities, Mr. Scranton worked on client strategy, capital development, community assessment and feasibility and development planning for healthcare and science projects focusing on university and research institutions for Jensen + Partners, a project and construction management firm specializing in large scale institutional facilities in the healthcare, science and technology sectors.

Mr. Scranton was a principal in the Atlantic Advisory Group concentrating on strategic alliances, process management and raising capital for high tech and internet companies. He has been involved with digital content, online financial services and wireless initiatives. Previously, Mr. Scranton developed a company that provided policy analysis via the Web and advised edutainment companies, based on more than a decade of experience in the entertainment industry.

Mr. Scranton has been instrumental in program development in the non-profit field from conferences for the Council on Foundations to programming for several non-profit organizations.

As chairman of a private foundation and an international non-profit organization, Mr. Scranton initiated and developed strategic planning, organizational systems, capital planning and capital development. He earned an M.A.O.M from Antioch University and a Bachelor of Arts from Yale University.

*Bradley Tabach-Bank – President of Beverly Loan Company & New York Loan Company*

Bradley Tabach-Bank was born and raised in Los Angeles. Mr. Tabach-Bank has been practicing law in Los Angeles since 1970 and currently splits his time between RP Realty Partners where he is in-house General Counsel and Beverly Loan Company which he owns with his son. Prior to joining RP in 2005, Mr. Tabach-Bank, was Counsel to Reish, Luftman, Reicher & Cohen from 2003 to 2005. From 1982 to 2003, Mr. Tabach-Bank was a principal of the law firm Tabach- Bank & Levenstein. Mr. Tabach-Bank was named a Real Estate Super Lawyer by Los Angeles Magazine in 2005, 2006 and 2007. Mr. Tabach-Bank has served on a number of charitable and educational boards and committees, including UCLA Live (Executive Committee), Vista Del Mar Child and Family Services (former Chair), Hebrew Union College, University of Southern California's Center for the Study of Jews in American Life, Jewish Federation Committee for Support of the Vulnerable, and the Israel Cancer Research Fund, which honored him as its Humanitarian of the Year in 2005. Mr. Tabach-Bank was also honored by the Pancreatic Cancer Action Network in 2007. Mr. Tabach-Bank holds a Bachelor of Arts degree from the University of California at Berkeley and a Juris Doctor degree from Cornell University Law School.

*Gilbert Vasquez – Managing Partner at Vasquez & Company, LLP*

Mr. Gilbert R. Vasquez is the Managing Partner of the certified public accounting firm of Vasquez & Company LLP. Since 1967, he has managed and directed a successful practice in public accounting, auditing, taxation, and financial consulting. Mr. Vasquez was a Chapter 7 Panel Trustee in the Central District of California, handling in excess of 3,000 bankruptcy cases annually. He has also served as a Chapter 11 Trustee, a Bankruptcy Examiner and a Receiver.

Mr. Vasquez is recognized as a prominent Certified Public Accountant, community leader and entrepreneur. He is a member in good standing with the American Institute of Certified Public Accountants and the California Society of CPAs. He is a past president of the California Board of Accountancy, the organization that licenses and regulates CPAs in California. He was the founder and past president of the Association of Latino Professionals in Finance and Accounting (ALPFA) – the most successful professional Latino association in the United States of America. He currently sits on its Corporate Advisory Board.

Mr. Vasquez was an executive board member of the 1984 Olympic Organizing Committee and currently serves as a board member on its successor organization, the LA84 Foundation. Mr. Vasquez also continues to serve as a board member of the Tomas Rivera Policy Institute, Manufacturers Bank, Promerica Bank, and Entravision Communications Corporation. He is also the Vice Chairman and one of the founding board members of the Latino Business Chamber of Greater Los Angeles. He has been a member of various Boards of Directors including the California State University Los Angeles Foundation, United Way of Los Angeles, Los Angeles Metropolitan YMCA, Congressional Hispanic Caucus, Los Angeles Area Chamber of Commerce, National Association of Latino Elected and Appointed Officials, and the National Council of La Raza. Other past corporate board appointments include Verizon (formerly) GTE of California, Glendale Federal Bank and Blue Cross of California.

Mr. Vasquez has received many honors including: the Mexican American Legal Defense and Education Fund Achievement Award, the Coca Cola Golden Hammer Award, and the Citizen of the Year by the Northeast Chapter of the American Red Cross. He also received recognition from the California State University of Los Angeles as one of the 40 outstanding luminaries for his exemplary service to the University on their 40th Anniversary and the YMCA of Metropolitan Los Angeles' Golden Book of Distinguished Service Award – the highest honor the YMCA bestows.

Mr. Vasquez received his Bachelor of Science in Business Administration, Major in Accounting from the California State University, Los Angeles.

*Larry Wasserman – Chief Financial Officer of DreamWorks Studios*

Since 2008, Larry Wasserman has served as Chief Financial Officer for DreamWorks Studios overseeing all financial activities and several divisions of the independent film studio. He previously served DreamWorks as a Vice President/Senior Vice President for Finance and Operations and Divisional CFO after the company's acquisition by Viacom. He also developed and implemented new processes and procedures for film green lighting, project spending tracking, and strategic planning as part of integration with Paramount Pictures and Viacom.

Previously, Mr. Wasserman was Director of Business Development and Strategic Planning, Motion Picture Group for Universal Studios where he constructed complex financial models for new film projects, joint ventures, distribution platforms, technologies and film financing by outside investors.

Mr. Wasserman graduated cum laude from Harvard University with a Bachelor of Arts degree in environmental science and public policy, June 1997. He also earned a Master of Business Administration degree from Harvard Business School.

***School Administration***

Ánimo Westside's principal is responsible for the school's administration and is accountable first to Green Dot California's Organizational Leadership Team and ultimately to the California Board. Additionally, a School Advisory Council ("SAC") comprised of Ánimo Westside's principal, teachers, staff members, and community members exists to advise on school-site decisions.

### ***School Advisory Council***

The SAC reviews the school's strategic plan, monitors its implementation throughout the year, and provides numerous opportunities for students and parents to contribute to the school's operations and growth. The SAC may recommend modifications to the strategic plan to reflect changing needs and/or priorities. The SAC may provide input on: curricula and instructional strategies, staff professional development, the school budget, parent involvement, staff stipends, and the school calendar.

The SAC meets monthly and is led by the principal. The SAC also includes teachers, classified staff members, parents, and students. Teachers and classified staff members are nominated or volunteer to serve on the SAC. Parents can volunteer and students are selected from the school's Student Council.

### ***Parent Involvement and Communication***

Parents are integral contributors to the educational process, and their perspectives are sought to develop school policies and address school issues. Outside of the School Advisory Council (SAC), all other parent meetings are informative and open to all parents. Communication with parents about school programs and events occurs regularly and through a variety of channels, such as: parent-teacher conferences, open houses, parent information nights, newsletters, flyers, postings at the school, the school website, and phone messages.



## Element 5: Employee Qualifications

### CA Education Code 47605(b)(5)(E)

*"The qualifications to be met by individuals to be employed by the school."*

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

Ánimo Westside will hire a diverse faculty composed of the best staff possible. We will achieve this goal by continuing our national search to hire the highly effective school leaders, teachers and staff members. This includes contacting the top graduate and education programs in the country and publicizing Ánimo Westside to experienced school leaders, teachers and counselors.

### **Job Descriptions**

#### *Principal Job Description*

- Hire and develop school staff (certificated and classified).
- Serve as administrator and instructional leader of the school, direct and supervise the curriculum and guidance program of the school.
- Responsible for planning the master schedule of classes for students and for assigning members of the certificated staff.
- Evaluate the performance of teachers and other school employees and counsel them on their individual development.
- Mold student discipline policies to meet unique student population needs.
- Direct financial and human resources at the school site.
- Responsible for school budgetary planning and business operations.
- Work closely with parents and the community at large.
- Initiate and implement community support and advisory groups.
- Accountable for students' overall academic performance.
- Manage school revenues and expenses to stay within agreed upon budget.
- Available for contact with parents, students and staff to discuss student progress and problems after class, at night or on weekends (via cell phone or in person).
- Maintain work hours extending beyond school hours for other professional duties or functions such as staff meetings, etc.
- Maintain professional standards and a school environment that is productive, safe and focused.
- Participate in Green Dot and individual professional development.
- Participate in other events aimed at promoting or developing Green Dot and its schools (i.e. student recruitment).

#### *Assistant Principal Job Description*

- Serve as administrator and integral part of the instructional leadership of the school, direct and supervise the curriculum and guidance program of the school.

- Responsible for student discipline and attendance.
- Evaluate and supervise school curriculum and instruction program with the all departments.
- Coordinate and supervise safety plan (crisis team, building inspection, building keys and inventory, compliance laws).
- Supervise and evaluate the performance of classified and certificated personnel.
- Coordinate and supervise the school's athletic program, if applicable.
- Knowledge of athletic rules (i.e. NCAA regulations, CIF, etc).
- Coordinate transportation and supervise classified personnel within this department.
- Oversee scheduling of field trips.
- Organize and inventory technology equipment.
- Assist in developing and maintaining the school budget.
- Assist with the development of a Master Class Schedule.
- Available for contact with parents, students and staff to discuss student progress and problems after class, at night or on weekends (via cell phone or in person).
- Maintain work hours extending beyond school hours for other professional duties or functions such as staff meetings, etc.
- Maintain professional standards and a school environment that is productive, safe and focused.
- Participate in Green Dot and individual professional development.
- Participate in other events aimed at promoting or developing Green Dot and its schools (ie student recruitment).

#### *Teacher Job Description*

- Effectively instruct students in assigned content area(s) as prescribed by Green Dot's academic content standards and Common Core standards through lecturing, demonstrating, and using audio-visual aids and other materials to supplement presentations with the overall goal of engaging student learning.
- Attend professional meetings, educational conferences, and teacher training workshops to maintain and improve professional competence. Attend staff meetings, and serve on committees as required.
- Work as part of interdisciplinary team and within content areas planning and aligning curricula to ensure that instruction follows curriculum guidelines or requirements of state and school.
- Set clear short-term and long-term goals to drive instruction.
- Develop and submit weekly and long range unit plans containing standards, essential questions, assessments and lesson plans; assign lessons and review homework.
- Consistently administer tests to evaluate pupil progress, record results, and issue meaningful reports to inform parents of progress.
- Create and implement student intervention plans when necessary.
- Maintain the school's student management policies and procedures (i.e. attendance records, dress code, etc.) and report to the school administrators when necessary.
- Maintain effective supervision and discipline in the classroom.
- Work with other teachers and administrators to address and resolve student issues.
- Provide necessary accommodations and modifications for growth and success of all students.
- Participate in faculty and professional meetings, educational conferences, and teacher training workshops.
- Lead and participate in student activities such as: sponsoring student activities or student organizations, coaching a sports team, working with parents and the community as part of a committee or group, provide morning or after school supervision, and chaperoning student activities.
- Abide by all state and federal mandates in reporting sexual or physical abuse and neglect.

- Special projects and duties outside of primary teaching responsibility as assigned.

Beyond the principal, assistant principal(s) and teachers, other school employees will be hired. Green Dot's recommended staffing model calls for at least one counselor, an office manager, a parent coordinator, a campus aide and/or instructional aide. Since staffing is a local decision, the Ánimo Westside principal can staff the school to what he/she deems appropriate to best serve student needs, as long as the staffing model remains within budget.

The office administrative staff shall possess experience and expertise appropriate for their position within the school as outlined in their job descriptions. Ánimo Westside will try to hire its office staff from the community, particularly its office manager, so that the staff member develops close relationships to the community members they are serving. The principal of Ánimo Westside has the discretion to hire other classified personnel as needed.

#### *Counselor Job Description*

- Provide individual and small group counseling to students in need (prevention, intervention, as well as DIS counseling, if designated on student IEP).
- Work collaboratively with School's SST, School Psychologist and other support personnel to ensure student success.
- Create and implement curriculum with regards to Advisory, college readiness, and career readiness courses.
- Available for contact with parents, students and staff to discuss student progress and problems after class, at night or on weekends (via cell phone or in person).
- Maintain work hours extending beyond school hours for other professional duties or functions such as staff meetings, etc.
- Maintain professional standards and school environment that is productive, safe and focused.
- Participate in Green Dot and individual professional development.
- Participate in other events aimed at promoting or developing Green Dot and its schools (i.e., student recruitment).

#### *Office Manager Job Description*

- Arrive to work and any meetings or appointments in a timely manner.
- Maintain professional standards in the office and the school.
- Participate in Green Dot and individual professional development programs.
- Participate in other events aimed at promoting or developing Green Dot and its schools (i.e. student recruitment).

#### *Parent Coordinator Job Description*

- Under the direct supervision of the Office Manager, the Parent Coordinator will provide clerical and administrative support to the school's front office.
- Serve as a liaison between the school and families.
- Answer telephone: provide information, take and relay messages, transfer calls.
- Make phone calls to parents to communicate important information.
- Filing and copying.
- Maintain student files.
- Coordinate and assist with lunch service.
- Call and schedule parent volunteers.
- Greet visitors to the school; determine the nature of their business and direct visitors to destination.

- Process incoming and outgoing mail.
- Additional duties as assigned.
- Track volunteer hours.

#### *Campus Aide Job Description*

- Arrive to work and any meetings or appointments in a timely manner.
- Maintain professional standards and a school environment that is safe and secure for all students and staff.
- Participate in Green Dot and individual professional development programs.
- Participate in other events aimed at promoting or developing Green Dot and its schools (i.e. student recruitment).

#### *Instructional Aide Job Description*

Special classification is designed to serve students whose instruction is identified and specified in an Individualized Education Program (IEP) or Section 504 Service Plan (SP). These students have learning, communication, physical and/or mild to moderate disabilities or other impairments such as emotional disturbances. Instructional Aides work under the direction of teachers that are responsible for the student IEPs. Instructional Aides perform a variety of instructional tasks in areas such as reading, writing, and mathematics. Instructional Aides will be assigned to work with a small group of special education students in general education classrooms.

### **Credentials, Requirements, and Qualifications of Staff**

#### **ESEA/NCLB AND CREDENTIALING REQUIREMENTS**

Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers and paraprofessionals meet the requirements for employment set forth in Ed. Code section 47605(l). Teachers of core and/or college preparatory subjects, and special education teachers, must hold and maintain a Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in a non-charter public school would be required to hold in the same assignment, including English Learner authorization. Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

All school staff must pass TB and Department of Justice background clearances.

#### *Principal's Experience & Education Qualifications*

- Valid Administrator credentials.
- Relevant Masters or equivalent degree.
- Substantial teaching experience at the middle or high school level, with a history of improving student achievement.
- Experience working in an urban school setting.
- Prior administrative experience a large plus.
- Demonstrated leadership capabilities.
- Proven management and team building skills.
- Experience managing budgets, creating and implementing policies.
- Excellent interpersonal communication and writing skills.
- Experience working in an entrepreneurial environment.
- A passion for improving urban high schools and driving education reform.

*Assistant Principal's Experience & Education Qualifications*

- A minimum of 5 years teaching experience, preferably at the middle or high school level, with a history of improving student achievement.
- Experience as an assistant principal is preferred but not required.
- Experience working in an urban school setting.
- Experience with leadership roles (mentor teacher, department chair, assistant principal, etc.)
- Prior administrative experience is a plus.
- Demonstrated leadership capabilities.
- Proven management and team building skills.
- Experience managing budgets, creating and implementing policies.
- Excellent interpersonal communication and writing skills.
- Experience working in an entrepreneurial environment.
- California Clear single-subject or multiple subject teaching credential.
- A passion for improving urban schools and driving education reform.
- Knowledge of bilingual education.
- Bilingual (English/Spanish) highly desirable.
- Valid CA Administrative Credential (or in the process of obtaining one) or comparable out of state credential which is transferrable.

*Teacher's Experience & Education Qualifications*

- Bachelor's degree.
- California multiple subject\* or single-subject intern, preliminary or clear credential, and for most subjects, passage of the CSET. (\*Applicants with multiple-subject credentials are required to obtain single-subject credentials or subject-matter authorizations.)
- Specialized Special Education credentials, as appropriate.
- Excellent collaborative and organizational skills.
- Excellent verbal and written communication skills.
- A strong ethical base and self-awareness.
- Relentless commitment to and high standards for high quality execution.
- Passionate with a high level of personal responsibility towards ambitious goals.
- Strong sense of integrity, ethics, and drive to achieve and grow.
- Humility, sense of humor and rock-solid commitment to Green Dot's mission and the communities we serve.
- Bilingual (English/Spanish) highly desirable.

*Counselor's Experience & Education Qualifications*

- A California Clear PPS Credential in School Counseling/Guidance is required.
- MA/MS degree in School Counseling from an accredited college or university highly desirable.
- Experience with individual and group counseling highly desired.
- A passion for improving urban high schools and driving education reform.
- Knowledge of bilingual education.
- Bilingual (English/Spanish) highly desirable.
- Experience working in an urban school setting.
- Prior counseling experience (mental health), including DIS Counseling.
- Demonstrated leadership capabilities.
- Proven management and team building skills.
- Excellent interpersonal, communication and writing skills.

- Ability to work with parents, students, faculty, post-secondary educational representatives, as well as school community groups.
- Ability to represent the school in a positive way.
- Ability to understand student maturity levels and the process of goal selection.
- Ability to help students gain an awareness of interests and abilities and to help them make course choices that will lead to appropriate careers commensurate with interests and abilities.
- Ability to understand test construction and interpret educational test data.
- Ability to motivate students and provide academic incentives for success.
- Ability to understand the unique social-emotional needs of individual students.

*Office Manager's Experience & Education Qualifications*

- Minimum of 3 years in an administrative support capacity in a business environment is required. Prior experience within a school setting is desired.
- Minimum of an Associate's Degree or certificate with emphasis in Business Administration is required. (An equivalent combination of training and experience may be substituted for education requirement (two years of experience for every one year of post-secondary education).)
- Bilingual (English/Spanish).

*Parent Coordinator's Experience & Education Qualifications*

- Minimum of 1 year in an administrative support capacity in an office environment. Prior experience within a school setting is desired.
- High school diploma or general education degree (GED).
- A valid Driver's License and clean record.
- Candidates must be CPR and First-Aid certified.

*Campus Aide's Experience & Education Qualifications*

- Minimum of 2 years of experience in security is required. School security experience is preferred but relevant experience in these other fields of security may be considered: government security, industrial security, military, or law enforcement.
- High school diploma or general education degree (GED).
- School Security Certification as required by SB 1626 and Education Code 38001.5.
- A valid Driver's License and clean driving record.
- Must be CPR and First-Aid certified.

*Instructional Aide's Experience & Education Qualifications*

- High school diploma or the equivalent, and two years of college (48 units), or attainment of an Associate in Arts degree (or higher), or passing of a local assessment of knowledge and skills in assisting in instruction.
- Six months experience working with adolescents/children in a structured environment.
- Experience working with adolescents/children requiring a specialized learning environment is preferred. Verifiable supervised experience as a volunteer in a school or related organizational activity may be substituted on an equal basis.
- Any other combination of training an experience that could likely provide the desired skills, knowledge or abilities may be considered, however, experience cannot substitute for the required minimum education and a willingness to work collaboratively as an educational team member.

Green Dot schools have a rigorous national recruitment process. We advertise or plan to advertise in publications such as Los Angeles Times, Association of California School Administrators, National

Association of Secondary Principals, EdWeek, and the Chronicle of Higher Education. We also employ internet resources such as Ed-Join and MonsterTrak.

### **Process for Staff Selection**

The principal is the main person running the school and Green Dot takes extensive care to select the most qualified and dedicated principal. Green Dot will use its extensive relationships with a number of universities and other channels for attaining high quality principals who possess a Tier I administrative credential. Historically, Green Dot has had pools of 40-100 candidates apply for the Green Dot principal positions. Additionally, Green Dot is developing leaders within its own organization (counselors and assistant principals) through Green Dot's Administrators-in-Residence Program.

The first step in the process of hiring a Green Dot principal is an interview with the school's Cluster Director. Next, the candidate makes a model professional development presentation and produces an on-demand writing sample. Third, the candidate watches a short video of a teacher's lesson and then debriefs with the Cluster Director on feedback and next steps for support to be given to that teacher; and on the same day the candidate spends a half-day shadowing a current Green Dot principal. Next, references from past employers are thoroughly checked. Finally, the candidate has an interview with 3 members of Green Dot's executive management, and if approved, then may be offered a contract.

The steps for hiring an assistant principal are similar. The most important difference is that the hiring is done by the school's principal, not by Green Dot's executive management. Assistant principals must meet the qualifications listed above and must show the ability to lead professional development, write effectively, and coach teachers.

During its teacher selection process, Green Dot's Human Capital department will do the following:

- Research and establish job qualifications, including a list of position-specific criteria to be given to qualified applicants
- Announce openings
- Recruit applicants from a broad pool of applicants
- Request an application, resume, references, records of experiences, credentials, licenses, etc.
- Have applicants complete an online competency assessment
- Complete a phone screen if applicants meet the Green Dot standard
- Complete an in-person competency assessment if applicants meet the Green Dot standard
- Complete a reference check if applicants meet the Green Dot standard
- Give all teaching candidates a standard interview that measures teaching aptitude in an urban setting
- Arrange that candidates be interviewed at the school site by stakeholders
- Have final teacher candidates teach a demonstration lesson that must be student-driven and exhibit a strong command of the subject area
- Ensure that all candidates pass TB and DOJ clearances

Like every other Green Dot school, Ánimo Westside, during its classified staff selection process, will do the following:

- Work with Human Capital to determine necessary hires
- Announce openings
- Recruit applicants from a broad pool of applicants
- Request an application, resume, references, records of experiences, credentials, licenses, etc.
- Verify previous employment and check references of interviewed candidate(s)
- Verify TB and DOJ clearances

The principal is responsible for the ultimate hiring decision and for yearly review of all school-based employees.

### Staff Measures of Assessment for Performance and General Compensation

	Performance Measures	Salaries and Benefits
Principal	<ul style="list-style-type: none"> <li>• Ability to achieve educational outcomes</li> <li>• Ability to balance the budget</li> <li>• Ability to complete required job duties</li> <li>• All Administrators will be evaluated using the Green Dot Leader Evaluation <ul style="list-style-type: none"> <li>- <b>Domain 1:</b> Instructional Leadership</li> <li>- <b>Domain 2:</b> People Management</li> <li>- <b>Domain 3:</b> Resource Management</li> <li>- <b>Domain 4:</b> School Culture</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• \$95,000-\$122,000</li> <li>• Standard Green Dot benefits, available to all full-time (30 hours/week or more) employees: full medical, dental, vision, life and disability insurance, retirement savings plans</li> </ul>
Assistant Principal	<ul style="list-style-type: none"> <li>• Ability to achieve educational outcomes (see “Measurable Pupil Outcomes”) as well as achieve parent/community involvement</li> <li>• Ability to complete required job duties</li> <li>• All Administrators will be evaluated using the Green Dot Leader Evaluation <ul style="list-style-type: none"> <li>- <b>Domain 1:</b> Instructional Leadership</li> <li>- <b>Domain 2:</b> People Management</li> <li>- <b>Domain 3:</b> Resource Management</li> <li>- <b>Domain 4:</b> School Culture</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• \$83,000-\$104,000</li> <li>• Standard Green Dot benefits</li> </ul>
Teachers	<p>All teachers will be evaluated using the AMU/Green Dot Teacher Evaluation System, a systematic appraisal of performance based on the California Standards for the Teaching Profession. The evaluation system is based on the following standards:</p> <ul style="list-style-type: none"> <li>• <b>Standard 1:</b> Engaging &amp; Supporting Students in Learning</li> <li>• <b>Standard 2:</b> Creating &amp; Maintaining Effective Environments for Student Learning</li> <li>• <b>Standard 3:</b> Understanding and Organizing Subject Matter for Student Learning</li> <li>• <b>Standard 4:</b> Planning Instruction &amp; Designing Learning Experiences for All Students</li> <li>• <b>Standard 5:</b> Assessing Student Learning</li> <li>• <b>Standard 6:</b> Developing as a Professional Educator</li> </ul>	<ul style="list-style-type: none"> <li>• \$48,070-\$82,612</li> <li>• Standard Green Dot benefits</li> </ul>
Counselor	<p>All counselors will be evaluated using a process of self-reflection and appraisal of performance based on the National Association for College Admission Counseling competencies. These competencies include:</p> <ul style="list-style-type: none"> <li>• <b>Competency 1:</b> The Possession and Demonstration of Exemplary Counseling and Communication Skills</li> <li>• <b>Competency 2:</b> The Ability to Understand and Promote Student Development and Achievement</li> <li>• <b>Competency 3:</b> The Ability to Facilitate Transitions and Counsel Students Toward the Realization of their Full Educational Potential</li> <li>• <b>Competency 4:</b> The Ability to Recognize, Appreciate, and Serve Cultural Differences and the Special Needs of</li> </ul>	<ul style="list-style-type: none"> <li>• \$48,070-\$82,612</li> <li>• Standard Green Dot benefits</li> </ul>



	<p>Students and Families</p> <ul style="list-style-type: none"> <li>• <b>Competency 5:</b> The Demonstration of Appropriate Ethical Behavior and Professional Conduct in the Fulfillment of Roles and Responsibilities</li> <li>• <b>Competency 6:</b> The Ability to Develop, Collect, Analyze and Interpret Data</li> <li>• <b>Competency 7:</b> The Demonstration of Advocacy and Leadership in Advancing the Concerns of Students</li> <li>• <b>Competency 8:</b> The Ability to Organize and Integrate the Pre-college Guidance and Counseling Component into the Total School Guidance Program</li> </ul>	
Office Manager	Evaluations will be based upon adequate completion of assigned job duties and regular, punctual attendance as determined by the administration.	<ul style="list-style-type: none"> <li>• Starting at \$40,000</li> <li>• Standard Green Dot benefits</li> </ul>
Parent Coordinator	Evaluations will be based upon adequate completion of assigned job duties and regular, punctual attendance as determined by the administration.	<ul style="list-style-type: none"> <li>• Starting at \$15/hour</li> <li>• Standard Green Dot benefits</li> </ul>
Campus Aide	Evaluations will be based upon adequate completion of assigned job duties and regular, punctual attendance as determined by the administration.	<ul style="list-style-type: none"> <li>• Starting at \$14/hour</li> <li>• Standard Green Dot benefits</li> </ul>
Instructional Aide	Evaluations will be based upon adequate completion of assigned job duties and regular, punctual attendance as determined by the administration.	<ul style="list-style-type: none"> <li>• Starting at \$14/hour</li> <li>• Standard Green Dot benefits</li> </ul>

Strong performance will be acknowledged, rewarded and replicated if possible. When performance is fair or poor, support will be provided to ensure stronger student success. If teachers are consistently underperforming, they can be let go for just cause. Green Dot and its schools operate on a yearly contractual basis so that each teacher is evaluated annually as per Article XXII in the contract between Green Dot Public Schools and the Asociación de Maestros Unidos/CTA/NEA. Teacher evaluations occur throughout the school year by both the administrator through the teacher evaluation system and by fellow teachers. Green Dot will also monitor credentials in accordance with NCLB and will adhere to NCLB's definition of highly qualified. Teachers have the right to appeal any evaluation to AMU as well as Green Dot management and ultimately the Green Dot Board of Directors. The appeal/grievance process is outlined in the AMU contract attached in the Appendix.

## Element 6: Health and Safety Procedures

### CA Education Code 47605(b)(5)(F)

*“The procedures that the school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the school furnish the school with a criminal record summary as described in Section 44237.”*

Ánimo Westside shall adopt and implement a comprehensive set of health, safety and risk management policies that will address, at a minimum, the following:

- Policies and procedures for responses to disasters and emergencies including fires and earthquakes;
- Comprehensive health and safety plan (covering earthquake and fire drills, terrorist threat, child abuse etc.), including how the school will maintain campus safety for students and employees.
- A policy requiring that instructional and administrative staff to receive training in emergency response, including first aid, first responder training or its equivalent;
- A policy relating to blood-borne pathogens;
- Compliance with all health and safety laws and regulations that apply to non-charter public schools, including those regarding auxiliary services (food services, transportation, custodial services, hazardous materials, etc.) and those required by Cal/OSHA, the California Health and Safety Code, and the Healthy Schools Act, and EPA;
- Screening for vision, hearing, and scoliosis, if applicable under CA Ed Code section 49450 et seq.;
- Policies relating to the administration of prescription drugs and other medicines; and
- A policy establishing Ánimo Westside as a drug, alcohol and tobacco free workplace. The policy will adhere to Title IV of the Safe and Drug-Free Schools and Communities Act to ensure that the campus is kept safe and are tobacco, drug, and alcohol free.

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

Charter School shall have a comprehensive site-specific Health, Safety and Emergency Plan, including but not limited to the acquisition and maintenance of adequate onsite emergency supplies, in place prior to beginning operation of the charter school each school year. Charter School shall ensure that all staff members receive annual training on Charter School’s health, safety, and emergency procedures, including but not limited to training on child abuse awareness and reporting and bloodborne pathogens awareness, 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 Plan, and keep it readily available for use and review upon CSD request.

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

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

### **CRIMINAL BACKGROUND CHECKS AND FINGERPRINTING**

Charter School shall require the following persons to submit to criminal background checks and fingerprinting in accordance with state law: (1) all employees of Charter School, (2) any employees of vendors or independent contractors providing schoolsite services who may have contact with students, and (3) all volunteers who will be performing services that are not under the direct supervision of a Charter School employee. 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, and (2) Charter School has obtained certification that independent contractors and vendors have conducted required criminal background checks for their employees prior to any contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice to ensure the ongoing safety of its students. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records.

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

Charter School shall require its employees, and any volunteer, vendor, or independent contractor who may have frequent or prolonged contact with students, to be examined and determined to be free of active tuberculosis as described in Ed. Code section 49406. Charter School shall maintain TB clearance records on file.

Charter School shall provide for the immunization and health screening of its students, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain immunization records on file.

### **SAFE PLACE TO LEARN ACT**

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

#### ***Custodian of Records***

Green Dot Human Resources Manager serves as the Charter School's Custodian of Records per the California Department of Justice Requirements.

#### ***Security***

The Charter School uses outsourced security services and campus security officers. These security guards will know the students, the neighborhood, and the parents.

#### ***Nursing***

The office manager will be trained in basic techniques such as CPR and nursing for minor issues (e.g., distribution of band aids, cold compress). If there is any serious injury and/or illness, the appropriate local paramedic or hospital will immediately be contacted.

#### ***Student Health and Wellness***

Green Dot follows the policies and regulations set forth by the Healthy, Hunger-Free Kids Act (HHFKA) of 2010 as all schools participate in the federally-assisted National School Lunch Program. In addition, the majority of Green Dot schools also participate in the School Breakfast Program and Meal Supplements (Afterschool Snack) or Child and Adult Food Care Program (Supper). All meals offered to our students through these programs comply with the nutrition standards set forth by the USDA. Green Dot received a certification of compliance with the New Meal Pattern as required under the HHFKA in the school year 2012-2013.

#### ***Property Insurance***

Green Dot has obtained property insurance coverage for its schools, which have been approved by Los Angeles Unified School District and comply with Uniform Building Codes, federal American with

Disabilities Act (ADA) access requirements, Asbestos Hazard Emergency Response Act (AHERA) regulations and any other applicable fire, health, and structural safety requirements.

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

### CA Education Code 47605(b)(5)(G)

*“The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.”*

Every effort will be made to reach out to the students and families in our attendance areas during recruitment as well as all segments of the community that are reflective of Los Angeles Unified School District. We expect to hold several informational meetings during the winter and spring of each school year, where we will share information about Ánimo Westside with families and their children, including how the application processes will work and how the random public lottery will operate (if the number of lottery forms exceeds the capacity of the grade level). These methods have proved very successful at Green Dot’s existing schools and Green Dot will continue to make efforts to comply with the Crawford order.

While open to all students, Ánimo Westside will seek to serve the students who reside in the Venice, Marina Del Rey, Playa Vista and Westchester. The community-based recruiting effort will start in the Fall and may include:

- 1) Direct elementary school recruiting at schools such as: Cowan Avenue Elementary School and Playa Del Rey Elementary – Ánimo Westside hopes to make classroom presentations at public feeder schools and feeder charter schools;
- 2) Mailings – Ánimo Westside intends to send out flyers to area families informing them of the option to apply;
- 3) Open house meetings – Ánimo Westside will host numerous open houses throughout the recruiting period to inform parents about the school;
- 4) Community partnerships – Ánimo Westside will work community leaders to “get the word out” about the school;
- 5) Community walks – Ánimo Westside may go door to door, talk to families, and hand out information about the school; and
- 6) Direct advertising – Ánimo Westside may advertise in local media, including Spanish-language newspapers (*La Opinion*, *Hoy* and *Classificados*), neighborhood newspapers, church bulletins and the like. All information, collateral, meetings, and communications will be made in English and Spanish and any other language Ánimo Westside deems appropriate based on the needs of the community. We believe these outreach efforts will attain a racial and ethnic balance at Ánimo Westside reflective of the surrounding community and LAUSD.

The charter school shall maintain an accurate accounting of the ethnic and racial balance of students enrolled in the school along with documentation of the efforts the school has made to achieve racial and ethnic balance in accordance with the charter petition and standards of charter legislation. Ánimo Westside will use the PowerSchool software program to track demographic information on each individual student.

### **COURT-ORDERED INTEGRATION**

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

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

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

### ***Ánimo Westside Court-Ordered Integration Plan***

It is our goal to improve the educational opportunities for economically disadvantaged students. Ánimo Westside aims to serve the most impacted populations in the neighborhood and plans to do as well as or better than nearby community schools in conducting outreach for potential students, attracting a diverse student population, and serving the highest needs students within the surrounding areas. Every effort will be made to reach out to all fifth graders in our attendance areas during recruitment as well as all segments of the community that are reflective of Los Angeles Unified School District. Our outreach will include flyers sent out to families of students who would typically attend Marina del Rey Middle School, Mark Twain Middle School and Palms Middle School to ensure that all students in the area have an opportunity to attend a Green Dot school. Community members will be notified through community meetings, mailings, personal phone calls and possibly newspaper advertisements. We expect to hold at least three informational meetings during the winter and spring annually.

Ánimo Westside will provide to LAUSD all requested information using District forms, including the ethnic survey. The Charter School will provide LAUSD with data for the District's integrated student information system (MiSiS) for all enrolled students to assist with compliance monitoring. After the Charter School submits the ethnic survey information during the first year of operation, Budget Services, Financial Planning Division and Office of Student Integration Services will use the information listed below for compliance purposes:

- Norm Day Classification
- Total School Enrollment
- Number of Students by Grade Levels
- Number of Students by Ethnicities and Grade levels
- List of Register-Carrying Teachers in Classrooms
- List of all highly qualified Certificated Personnel in core subjects as defined in No Child Left Behind and State policy and regulation (affiliated Charters will indicate teachers funded by Court-ordered Integration)
- List of Emergency Credentialed Teachers in non-core subjects
- Unfilled Classroom Teacher Positions
- Fiscal Year-End Financial Report
- Number of Students Living Outside the LAUSD Attendance Area

Ánimo Westside will monitor the implementation and outcomes of its plan and make adjustments as needed. Ánimo Westside will provide a copy of the plan to LAUSD upon request.

## **FEDERAL PROGRAM COMPLIANCE**

As a recipient of federal funds, including federal Title I, Part A funds, Charter School has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) and other applicable federal grant programs. Charter School understands that it is a local educational agency (LEA) for purposes of federal compliance and reporting purposes. Charter School agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of NCLB and other applicable federal programs, including, but not limited to, documentation related to funding, required parental notifications, appropriate credentialing of teaching and paraprofessional staff, the implementation of Public School Choice and Supplemental Educational Services, where applicable, or any other mandated federal program requirement. The mandated requirements of NCLB, Title I, Part A include, but are not limited to, the following:

- Notify all parents at the beginning of each school year of their “right to know” the professional qualifications of their child’s classroom teacher
- Notify each individual parent, in a timely manner, that the parent’s child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified
- Develop jointly with, and distribute to, parents of participating children, a school-parent compact
- Hold an annual Title I meeting for parents of participating Title I students
- Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy
- Submit biannual Consolidated Application to California Department of Education (CDE) requesting federal funds
- Complete and submit Local Education Agency (LEA) Plan to CDE
- Complete reform planning process with stakeholders and submit to CDE all appropriate documents for Title I Schoolwide Program eligibility and status, if applicable; otherwise, identify and maintain roster of eligible students for the Title I Targeted Assistance School Program
- Maintain inventory of equipment purchased with categorical funds, where applicable
- Maintain appropriate time-reporting documentation, including semi-annual certification and personnel activity report, for staff funded with categorical resources, where applicable
- Participate in any applicable federal program monitoring conducted by the California Department of Education
- Conduct an annual evaluation of the effectiveness of funds allocated through the Consolidated Application

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

## Element 8: Admissions Requirements

### CA Education Code 47605(b)(5)(H)

*“Admission requirements, if applicable.”*

#### Admissions Requirements

Ánimo Westside will admit all pupils who wish to attend the school as per Education Code section 47605(d)(2)(a). If the number of pupils who wish to attend our school exceeds capacity, enrollment shall be determined by a random public drawing as described below.

Ánimo Westside shall comply with all laws establishing the minimum and maximum age for public school enrollment. Ánimo Westside will not enroll pupils over 19 years of age unless continuously enrolled in public school and making satisfactory progress toward high school diploma requirements. No pupils shall be enrolled if they are 22 years of age or older on the date of enrollment.

### MCKINNEY-VENTO HOMELESS ASSISTANCE ACT

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

#### Student Recruitment

Ánimo Westside is committed to serving all students, including low-income, economically disadvantaged students and educationally disadvantaged students. As with other Green Dot schools, Ánimo Westside tailors its student recruiting efforts and student enrollment processes to attract all students from the communities in which it serves. All of the methods outlined in Element 7, Means to Achieve Racial and Ethnic Balance, are reflective of this mission. Additionally, Ánimo Westside will recruit and reach out to students in its target population by promoting the successes of students in similar subgroups and by hosting events at the campus to introduce the school to interested families and community members. Specific activities that will be employed by Ánimo Westside include:

- The use of English and Spanish collateral and materials;
- Extensive grassroots marketing (e.g., door knocking, tables at community events, community walks); and
- Simple, easy-to-use forms and easy-to-understand brochures.

#### Intent to Enroll

Each party interested in enrolling at Ánimo Westside will be asked to complete a lottery form requesting contact information. If the number of completed lottery forms exceeds the grade-level capacity, a random, public lottery will determine enrollment. Written information about the school and the lottery shall be available to each interested party. No test or assessment shall be administered to applicants prior to acceptance and enrollment into the school.

#### Open Enrollment Period

Ánimo Westside anticipates that the open enrollment period may start as early as October 1<sup>st</sup> and last until the lottery takes place (as necessary) and no later than May 30<sup>th</sup>. Ánimo Westside will reach out to local elementary schools with information about enrollment in the school, and interested families and parties



may request information about the timeline, rules and procedures that are followed during the open enrollment period and lottery processes. This information will be made available verbally, online and in print form. The lottery will be held at the school or a large community center, church, auditorium, or any public venue capable of seating all applicants comfortably. The lottery will take place on a weekday evening or weekend morning to help ensure all interested parties can attend.

### **NON-DISCRIMINATION**

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

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

### **Lottery Preferences**

Existing students will be exempt from the public random drawing. Preference shall be given in the following order:

1. Students with siblings currently attending Ánimo Westside
2. Students whose families provided volunteer help in establishing the school ("founding families")<sup>8</sup>
3. Children of Ánimo Westside school employees or Green Dot employees
4. Students who live within LAUSD boundaries per Education Code section 47605(d)(2)(B)

### **Lottery Procedures**

At the lottery, a presentation will be made in English and Spanish to all interested parties about the lottery process and rules. Parents and families do not have to be present to participate as long as all required documentation is submitted prior to the lottery date. The school may choose to conduct the lottery using an automated online system to ensure that the process is fair and equitable for all participants. If the school uses a manual system, it will follow these procedures:

- Each applicant's name and birthdate will be put on a card. Each card will be identical in size, shape and weight.
- The cards will be put into a container or lottery device that will mix them.
- The cards will be drawn from the container randomly.
- Two separate observers will collect lottery cards and enter the results into an electronic database. The database will be doubled checked to the physical cards to ensure accuracy.

In both the automated online and manual lotteries, applicants will be admitted to the school in the order they are drawn, up to the grade level capacity. The school reserves the right to select more than the applicable 6<sup>th</sup> grade capacity for admission to ensure the school's overall enrollment is stable as long as the increase would not require a material revision to the charter (more than 20% or 100 students, whichever is less, above the enrollment capacity). Should the Principal elect to enroll more students than

<sup>8</sup> This preference will not exceed 10% of Charter School's total enrollment. The Charter School will comply with the "Founding Parents/Founders Preference" in LAUSD's Policy for Charter School Authorizing (revised February 7, 2012) for schools established after the revision date.

the grade level capacity, an announcement will be made at the lottery and additional students will be enrolled based on the lottery and the methods described. All lottery cards and databases will be kept on file by the school or by Green Dot.

After the acceptance list is set, a waitlist will be created and maintained. Should vacancies occur, admission will be offered to applicants on the waitlist in the order their names appear. Lottery preferences may no longer be extended to applicants applying post-lottery. Applicants applying after the lottery will be added to the bottom of the waitlist.

The school's automated online lottery system helps ensure a fair execution of lottery and waitlist procedures. Lottery preferences, lottery results, waitlist results and communications attempts with families will be documented within the system. Administrators and school staff are trained on the automated lottery system each year by the Green Dot Operations department.

### **Communication**

The acceptance list and waitlist will be made public as soon as practicable, posted in public locations. Parents/guardians of applicants on the enrollment list and waitlist will also receive letters or phone calls from Green Dot employees. Parents/guardians of applicants that submitted a lottery form will receive a notification letter sent to the address indicated on the form. The letter will indicate whether the child was accepted or waitlisted, and, if waitlisted, the number on the waitlist for the applicant. For students identified on the acceptance list, the letter will include steps the parents/guardians of the applicants must take to enroll the applicant in the school.

If vacancies should arise during the school year, the school will notify parents/guardians of applicants on the waitlist. Typically, multiple separate phone calls on different days are made, with accompanying documentation. If parents/guardians of applicants do not respond within ten calendar days from initial outreach, the applicant will be removed from the waitlist and the next applicant's parents/guardians will be contacted.

## Element 9: Annual Financial Audits

### CA Education Code 47605(b)(5)(I)

*“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.”*

Green Dot's management shall annually oversee the selection of a reputable independent auditor and the completion of an annual audit of Ánimo Westside's financial books and records, including attendance. This audit will be conducted in accordance with the applicable Generally Accepted Accounting Principles, and will verify the accuracy of Green Dot's and Ánimo Westside's financial statements (including their Balance Sheets, Income Statements and Cash Flow Statements), attendance and enrollment accounting practices, and review internal controls. To the extent required by law, the scope of this audit will be expanded to include any relevant items or processes identified by the Office Management and Budget such as Circular A-133.

Green Dot currently uses Vavrinek, Trine, Day and Company, LLP as its independent auditor. It is a firm of Certified Public Accountants licensed in the State of California with seven offices in the State. It began operations in 1948 and since that time has conducted audits of K-12 Local Education Agencies and has had charter school clients since the passing of CA charter school legislation in 1992. As a result of this past experience, Vavrinek, Trine, Day and Company, LLP are experts in regards to the rules and regulations with respect to generally accepted auditing standards and generally accepted accounting principles.

It is required that annual audits will be completed within five and one-half months of the close of each fiscal year. Thereafter, a copy of the auditor's findings will be forwarded to Los Angeles Unified School District. Audit exceptions will be addressed immediately upon being aware of the exception.

Green Dot has not had any audit exceptions, material weaknesses, findings or deficiencies, however if we were to have one, the process to address it would be to escalate the finding to the Controller and CFO, and for them to take corrective action with the help of the auditors. The CEO and Audit committee would be made aware immediately of the finding as well as the corrective action. The Audit committee would not only be made aware, but they would also be part of the determination of corrective action and subsequent steps. If there were some sort of misconduct or fraud, Legal Counsel would also be advised immediately. Once corrective action has been taken, the auditors would be re-engaged with proof of corrective action.

Ánimo Westside will act upon these recommendations, and report its actions to Los Angeles Unified School District. Exceptions and deficiencies will be resolved to the satisfaction of the Los Angeles Unified School District Board of Trustees and its staff.

Consistent with AB 1994, Ánimo Westside will provide an annual financial report to LAUSD in a format developed by the Superintendent of Public Instruction. Ánimo Westside will submit its annual audit to the State Controller, COE, CDE and LAUSD. Green Dot's Compliance Senior Manager ensures all reports are submitted correctly, completely and in a timely manner.

Administrative/business operations are performed by Green Dot's Home Office. Green Dot provides the following services, plans and systems to its schools and will provide similar services to Ánimo Westside:

- 1) Budget preparation
- 2) Application for revolving loan

- 3) Set-up of fiscal control policies and procedures
- 4) Set-up and assistance for administration of human resources – including payroll
- 5) Interface when necessary with district, county, and state in matters relating to fiscal affairs, reporting, audits, accountability
- 6) Attendance accounting and reporting controls
- 7) Accounting services – including establishing chart of accounts (SACS) and financial statement preparation
- 8) Set-up of banking relationships
- 9) Preparation for annual audit

Additional services provided by Green Dot's Home Office are detailed later in the charter.

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

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

- 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 school's Calendar
- h. Statistical Report – monthly according to school's Calendar of Reports

In addition:

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

## Element 10: Suspension and Expulsion Procedures

### CA Education Code 47605(b)(5)(J)

*“The procedures by which pupils can be suspended or expelled.”*

### **GENERAL PROVISIONS**

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

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

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

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

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

### **Discipline Foundation Policy**

Students shall 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 and the Ánimo Westside Parent-Student Handbook.

Green Dot has a progressive discipline plan in place at each of its schools. This plan is published at the beginning of each school year in the Parent-Student Handbook. The discipline policy of Ánimo Westside will be reviewed with students and parents upon admission to Ánimo Westside and the signing of the Parent-Student Handbook. By signing the Parent-Student Handbook, students and parents acknowledge their understanding of and their responsibility to the standards set forth in the student discipline policy. The plan includes day-to-day discipline including, school detentions, in-school suspensions, Saturday schools, disciplinary probation, and guidelines for suspension and expulsion. The student discipline policy will define student responsibilities, unacceptable behavior, and the consequences for noncompliance. Ánimo Westside’s student discipline policy has been established in order to promote learning and protect the safety and well-being of all students at the school. Green Dot and Ánimo Westside administrators have reviewed the suspension and expulsion portion of the California Education Code prior to preparing the procedures and the list of enumerated offenses for which a pupil may/must be suspended or expelled. This policy and procedures has been prepared to provide due process to all students. The list of offenses and procedures provide adequate safety for students, staff, and visitors to the school and serves the best interests of the school’s pupils and their parents/guardians. Staff shall enforce disciplinary rules and procedures fairly and consistently among all students.

The school’s discipline plan follows the District’s Discipline Foundation Policy, as required by the Modified Consent Decree. The school implements school-wide behavior supports and alternatives to out-of-school

suspension. Examples include: merit card program, teacher and student mediation, on campus suspension, parent-student shadow days, written student reflections and campus community service.

### ***Progression of Disciplinary Procedures***

Teachers are responsible for the day-to-day discipline in their classrooms with the understanding that teachers have many different roles beyond just disciplinarian. Teachers work with their students to meet their individual needs and teachers and students work together to find a common ground in the classroom, to ensure that learning can take place. Disciplinary options available to the teachers include: warning, detention, parent-teacher communication, counseling referral, written assignment, and discipline referral to the Principal.

### ***Teacher Detention***

Prior to suspensions and expulsions, students may receive any or all of the following: warnings, detentions, phone calls home, parent conferences, and a behavior contract. Any teacher may assign a teacher's detention to a student.

### ***Offenses That May Result in a Teacher's Detention***

As a general rule, teachers assign a Teacher Detention for minor classroom misconduct such as: chewing gum, passing notes, making noises, or cheating. When a student has not responded to appropriate in-class interventions or there is a serious violation of the rules, he/she will be referred to the Principal. A serious violation includes any violation listed under the "Grounds for Suspension of Expulsion" section included below.

### ***Administrative Detention***

These detentions are typically held after school. During the detention period, students are to sit quietly. No activity such as listening to music or sleeping is permitted. The detention will consist of a remedial activity (e.g., writing an assignment, sitting quietly in a classroom, assisting with cleaning the campus) that appropriately corresponds to the student's misconduct that led to the detention. School events, activities or athletics are not valid reasons for missing a detention.

After a student is given an administrative detention, the student's parent/guardian is notified by telephone by the Principal or designee. Green Dot will use a progressive discipline system as defined in the School's Parent-Student handbook to intervene in student behavior.

## **Grounds for Suspension and Expulsion**

### ***Suspension***

Suspension is intended to remove the student from his/her peers and the class environment. This separation provides the student time to reflect on his/her behavior and a possible pattern of behavior that will be more positive. It also may protect the student body as a whole from dangerous and disruptive behavior.

A student serving *on-campus* or *in-school suspension* reports to school at the regular time in full uniform. Each teacher will give the student written assignments that he/she must complete under the direct supervision of the Principal or designee. The student will not attend any classes or go out for break. The student will eat lunch in the assigned room.

Whether suspension occurs in-school or out, the maximum number of consecutive days a student may be suspended is five (5) days, unless the suspension is extended pending an expulsion hearing with the Discipline Review Board.

For students on suspension pending an expulsion hearing, schools work directly with parents/guardians to facilitate the pick-up and delivery of academic work for each course through the Charter School's main

office. Work may be picked up and delivered on a daily basis, but this should occur at least once per week. Home schooling will be utilized for students on an as-needed basis. School administration will arrange for students to take exams, both teacher-administered and state tests, in the main office under appropriate supervision as needed.

### **Suspension Procedures**

Suspensions shall be initiated according to the following procedures:

#### **1. Conference**

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

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An "emergency situation" involves a clear and present danger to the lives, safety or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference. Parents are notified via phone, written suspension notice and in person if possible.

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him/her. The student shall be given the opportunity to present his/her version and evidence in his/her defense. This conference shall be held within two school days of the date that the Charter School received knowledge of the suspendable offense, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

#### **2. Notice to Parents/Guardians**

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice will state the date and time when the student may return to school. If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice requests that the parent/guardian respond to the administrator the next school day.

### Matrix for Suspension/Expulsion Recommendations

Category I Student Offenses with No Principal Discretion (except as otherwise precluded by law)	Category II* Student Offenses with <u>Limited</u> Principal Discretion	Category III* Student Offenses with <u>Broad</u> Principal Discretion
Principal <u>shall immediately</u> suspend and recommend expulsion when the following occur <u>at school or at a school activity off campus</u> .	Principal <u>must</u> recommend expulsion when the following occur <u>at school or at a school activity off campus</u> unless the principal determines that the expulsion is inappropriate.	Principal <u>may</u> recommend expulsion when the following occur at any time, including, but not limited to, <u>while on school grounds; while going to or coming from school; during the lunch period, whether on or off the campus; or during, or while going to or coming from, a school-sponsored activity.</u>
1. Possessing, selling, or furnishing a firearm.	1. Causing serious physical injury to another person, except in self-defense.	1. Caused, attempted to cause, or threatened to cause physical injury to another person. (Unless, in the case of "caused," the injury is serious. 2. First offense of possession of marijuana of not more than one ounce, or alcohol. 3. Sold, furnished, or offered a substitute substance represented as a controlled substance.
2. Brandishing a knife at another person.	2. Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil.	4. Caused or attempted to cause damage to school or private property. 5. Stole or attempted to steal school or private property. 6. Possessed or used tobacco. 7. Committed an obscene act or engaged in habitual profanity or vulgarity.
3. Unlawfully selling a controlled substance.	3. Unlawful possession of any controlled substance (except for the first offense of no more than an ounce of marijuana, and over-the-counter and prescribed medication)	8. Possessed, offered, arranged, or negotiated to sell any drug paraphernalia. 9. Disrupted school activities (school-wide activities; issued only by an administrator) 10. Knowingly received stolen school or private property. 11. Possessed an imitation firearm. 12. Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel.
4. Committing or attempting to commit a sexual assault or committing a sexual battery (as defined in 48900[n]).	4. Robbery or extortion.	13. Engaged in sexual harassment. 14. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence. 15. Made terrorist threats against school officials or school property, or both. 16. Willfully used force or violence upon the person of another, except in self-defense.
5. Possession of an explosive	5. Assault or battery upon any school employee.	17. Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a disciplinary action. 18. Any behavior listed in Category I or II that is related to school activity or school attendance but that did not occur on campus or at a school activity off campus. 19. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. 20. Engaged in, or attempted to engage in, hazing, as defined in Section 32050. 21. Engaged in an act of bullying, including, but not limited to, bullying committed by means of electronic act directed specifically toward a pupil or school personnel. 22. Aided or abetted the infliction of physical injury to another person (suspension only). 23. Engaged in, or aided another in, academic dishonesty, including, but not limited to, cheating, plagiarism, alteration of grades or academic marks, or theft or unpermitted review of tests prior to testing. 24. Intentionally "hacked" or broken into a School or School affiliated technology system.

### Student Discipline Review Board

Each year, the Charter School will create a standing committee of at least five members for its Discipline Review Board ("DRB"), which is an advisory committee to the Principal on discipline-related issues. The DRB is comprised of at least 1 administrator (Principal/Assistant Principal), 1 classified employee, counselor or dean and 3-4 teachers. Teachers and counselors will be nominated and voted on by the faculty at the beginning of the school year (no later than September 30<sup>th</sup>). The Principal convenes the board when needed, is Chair, and is a non-voting member. It is the responsibility of the Principal to have available all pertinent materials for each gathering.

The DRB convenes when a student commits a serious violation of the discipline code (Categories I and II as identified in matrix above) or has broken the terms of his/her particular contract (e.g., attendance/academic, personal, discipline). The school should schedule the DRB conference when it issues the suspension paperwork. While it is important that all evidence is collected in advance of the DRB, the conference must occur before the student returns to school at the end of the suspension period. The DRB may recommend disciplinary action, terms of probation, suspension duration, and withdrawal from the school or expulsion. *While five (5) school days is the maximum initial suspension allowed; following the conference, suspension may be extended pending the results of the DRB conference.*

### Expulsion (Dismissal from School)

A student may be dismissed from Ánimo Westside for any of the violations listed above in the section titled: "Matrix for Suspension/Expulsion Recommendation," upon recommendation by the Principal and after a hearing in front of Green Dot's Home Office Discipline Review Panel.



Upon a recommendation of Expulsion by the Principal or designee, the pupil and the pupil's guardian or representative will be invited to a conference with a school administrator to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Principal or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others. Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. Students shall not be suspended for more than a total of twenty (20) school days in a school year, unless a suspension has been extended pending an expulsion hearing.

It is a federal mandate (Federal Gun Free Schools Act of 1994) that a school expel, for a period of not less than one year (except on a case-by-case basis), any student who is determined to have brought a firearm to school. The following violations shall result in an immediate suspension and a recommendation for expulsion:

- Brandishing a knife at another person,
- Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the pupil had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal,
- Possession of an explosive (as defined in section 921 of Title 18 of the U.S. Code)
- Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code., including providing or selling narcotics of any kind (immediate expulsion) and
- Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 of the California Education Code or committing a sexual battery as defined in subdivision (n) of Section 48900 of the California Education Code.

A student may not be suspended or expelled for any misconduct unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or occurring within any other school district. That act may occur at any time, including, but not limited to 1) while on school grounds, 2) while going to or coming from school, 3) during the lunch period whether on or off the campus, or 4) during or while going to or coming from a school-sponsored activity.

### ***Authority to Expel***

A student may be expelled by Green Dot's Home Office Discipline Review Panel following a hearing before it. The Home Office Discipline Review Panel will consist of the following members:

- Cluster Director or Vice President of Education
- Two administrators from a campus not bringing forth the case
- Two teachers from a campus not bringing forth the case
- Translator (as needed)

At the beginning of the academic school year, a schedule is composed for all administrators to be "on call" for a particular month should their presence be needed at a Home Office Discipline Review Panel ("DRP") hearing. When selected for a Home Office DRP hearing, an administrator invites a member of his/her school site Discipline Review Board to attend.

### **Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled within the thirty (30) school days after the DRB determines that the student has committed an expellable offense at the DRB conference. A hearing will be held even if a student does not request a

hearing for purposes of creating a record that the expulsion was done in accordance with Green Dot procedures.

The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the Pupil makes a written request for a public hearing three (3) days prior to the hearing.

Written notice will be mailed by the Principal within 7 days notice and will include student identification information, a description of the offense, applicable expulsion provision, student rights for due process, a description of the expulsion proceedings, the right to request representation, the right for the meeting to be held in public session, the right to inspect and obtain all copies of documentation, and the date and time of the hearing.

A record of the hearing shall be made and will be maintained as long as a reasonably accurate and complete written transcription of the proceedings can be made. Refer to the Discipline Review Panel – Expulsion Hearing Script for additional information.

Within ten (10) school days after this hearing, the Home Office Discipline Review Panel (“DRP”) will determine whether to recommend expulsion to the Charter School. If the Discipline Review Panel recommends against expulsion, then the student will be immediately reinstated and permitted to return to an instructional program. If the DRP recommends the pupil for expulsion, the matter will then be decided by the Green Dot California Board of Directors who may or may not accept the recommendations to expel and/or any other recommendations the DRP may make.

Green Dot will provide the student/parent/guardian with the Findings of Fact, which will include a description of the outcome of the hearing and, an expulsion order and rehabilitation plan. A sample Findings of Fact template is available upon request.

The Green Dot Student Policy Manual contains a comprehensive description of the Charter School’s expulsion procedures and is available upon request.

### ***Appeal Rights***

Students/parents/guardians have the right to appeal suspensions and expulsions. In order to appeal a suspension or expulsion, the student/parent/guardian must submit a written appeal to the Chief Academic Officer outlining the reason for the appeal, attaching any supporting documentation, within 30 calendar days from the issuance of the Finding of Facts.

If requested, an expulsion appeal meeting will be held with the Chief Academic Officer, who will review the supporting documentation attached to the written appeal, and hear the basis for the appeal from the student/parent/guardian/authorized representative. A decision will be made on the appeal within 10 calendar days from the date of the expulsion appeal meeting. If denied, the student/parent/guardian/authorized representative may appeal this decision to the Green Dot Board of Directors within 10 calendar days of the denied appeal. An appeal hearing will be scheduled to be heard by the Board within 30 calendar days of the appeal to the Board.

If the expulsion appeal goes to the Board, the Green Dot Personnel Action Committee will hold a closed session meeting to hear the appeal. The Personnel Action Committee (“PAC”) is a Board Committee whose membership consists entirely of Board members. The PAC’s duly authorized jurisdiction covers student expulsion hearings. The PAC will review all relevant materials including, but not exclusive to:

- All documents submitted during the Expulsion Hearing by the student and the school,
- The Findings of Fact and Expulsion Order,

- Appeal letters to the Chief Academic Officer and Response, and
- Letter from parent requesting an appeal to the Board.

The scope of the Board’s review shall be limited to:

1. Whether the Panel acted without or in excess of its jurisdiction;
2. Whether there was a fair hearing;
3. Whether there was a prejudicial abuse of discretion in the hearing; and
4. Whether there is relevant and material evidence, which, in the exercise of reasonable diligence, could not have been produced or was improperly excluded at the hearing.

### ***Post-Board Appeal Process***

With the Finding of Facts, students/parents/guardians are provided with support to find alternative placement. Green Dot provides parents/guardians with LACOE contact information for support to find an alternative placement, and Green Dot acts a liaison to the LAUSD Suspension and Expulsion Unit as needed.

## **STUDENTS WITH DISABILITIES**

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

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

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

## **NOTIFICATION OF THE DISTRICT**

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

- Completed “Notification of Charter School Expulsion” [form available from the CSD website or office], including attachments as required on the form
- Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that Charter School’s policies and procedures were followed
- Copy of parental notice of expulsion hearing
- Copy of expulsion notice provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student’s compliance for reinstatement, appeal process, and options for enrollment

- If the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA and the MCD, including the Expulsion Analysis page of the pre-expulsion IEP
- If the student is eligible for Section 504 accommodations, documentation that Charter School conducted a Link Determination meeting to address two questions:
  - A. Was the misconduct caused by, or directly and substantially related to the student's disability?
  - B. Was the misconduct a direct result of Charter School's failure to implement 504 Plan?

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

### **OUTCOME DATA**

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

### **REHABILITATION PLANS**

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

### **READMISSION**

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

### **REINSTATEMENT**

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

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

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

Additional information about the student discipline policy at Green Dot schools can be found in the Ánimo Westside Parent-Student Handbook and the Green Dot Student Policy Manual which are available upon request.

## Element 11: Employee Retirement Systems

### **CA Education Code 47605(b)(5)(K)**

*“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.”*

Ánimo Westside teachers, administrators, counselors, special education program administrators and clinical supervisors shall be a part of the State Teachers' Retirement System (STRS) throughout the duration of the charter school's existence under the same CDS code. Other employees (e.g., office managers, office assistants) shall be covered by the Public Employees' Retirement System (PERS) or Social Security as appropriate throughout the duration of the charter school's existence under the same CDS code.

Payroll services for all of Green Dot's current employees are processed by Green Dot's Finance & Accounting department through Ceridian, Green Dot's HR & Payroll service provider. Green Dot, at the directive of LACOE, utilizes the services of Hess & Company to translate Ceridian data into the approved LACOE data format. Green Dot shall submit retirement contributions to Hess & Company in a timely manner. Hess & Company ensures the accuracy of the STRS/PERS reporting to LACOE based on their long history of working with LACOE.

## Element 12: Public School Attendance Alternatives

### CA Education Code 47605(b)(5)(L)

*“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.”*

Pupils who choose not to attend Charter School may choose to attend other public schools in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer policies of the District.

Ánimo Westside is a school of choice; no student is required to attend.

If space is available, traveling students will have the option to attend Ánimo Westside. Interested traveling students must follow the same admissions procedures as other students as detailed in Element 8.

## Element 13: Rights of District Employees

### CA Education Code 47605(b)(5)(M)

*“A description of the rights of any employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.”*

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.

Ánimo Westside employees are employees of Green Dot. In the event Ánimo Westside or Green Dot ceases to operate or in the event Ánimo Westside employees seek employment in the District or county, they are considered free to do so unless otherwise stipulated.



## Element 14: Mandatory Dispute Resolution

### CA Education Code 47605(b)(5)(N)

*“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.”*

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

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

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

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

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

Dr. Cristina de Jesus, CEO  
Green Dot Public Schools  
1149 South Hill Street, Suite 600  
Los Angeles, CA 90015

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

administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party's request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

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

## Element 15: Exclusive Public School Employer

### **CA Education Code 47605(b)(5)(O)**

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

Charter School is deemed the exclusive public school employer of all employees of the charter school for collective bargaining purposes. As such, Charter School shall comply with all provisions of the Educational Employment Relations Act (“EERA”), and shall act independently from LAUSD for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.

Certificated employees at Green Dot schools have organized as the Asociación de Maestros Unidos (AMU), an affiliate of the CTA. Green Dot’s first comprehensive agreement with the AMU was signed and completed in spring 2003. Green Dot anticipates that certificated employees of Ánimo Westside will join AMU, unless otherwise agreed upon between Green Dot and AMU.

Classified employees at Green Dot schools have organized as the Ánimo Classified Employees Association, an affiliate of the CTA. Green Dot’s first comprehensive agreement with the ACEA was approved by the Green Dot Board of Directors in May 2009 and will become effective July 1, 2010.

### **Employee Compensation, Work Year and Hours of Employment**

Certificated employees at Ánimo Westside will be paid according to the pay scale that has been agreed upon between Green Dot and AMU, unless otherwise agreed upon between Green Dot, and AMU. A detailed breakout of the compensation for certificated employees as well as the process used to develop the salary scale can be found in the union agreement, which has been included in this charter application. Compensation is discussed explicitly in Article XXIX of the contract. Additionally, a break out of the agreed upon number of work days annually and a description of the professional workday are delineated in the contract as well (Article VI).

Salaries for classified employees have been developed by analyzing the average salaries in comparable school districts for classified employees. Green Dot's classified salaries typically fall in the middle of the comparable range. The work year for classified employees is defined by the ACEA agreement referenced above.

### **Dispute Resolution Process**

The dispute resolution process for certificated and classified Green Dot employees is defined by their respective collective bargaining agreements.

## Element 16: Charter School Closure Procedures

### **CA Education Code 47605(b)(5)(P)**

*“A description of the procedures to be used if the charter school closes. The procedures shall ensure a final audit of the school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.”*

### **REVOCATION OF THE CHARTER**

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

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

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

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

### **CLOSURE ACTION**

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

### **CLOSURE PROCEDURES**

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

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

Upon 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 immediately designate a person or persons responsible for conducting all closure-related procedures and activities, and 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), if the Closing Action is an act of Charter School. Charter School shall provide CSD with a copy of the governing board resolution or minutes that documents its Closure Action. Note: If the Closure Action is a revocation or nonrenewal by the LAUSD Board of Education, the charter school does not need to send separate written notice of its closure to the CSD.
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 the 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 the school's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Los Angeles County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to the CSD.
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 school employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification to the CSD.

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

1. The effective date of the school closure
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, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

1. The effective date of the school closure
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 school closure, by which Charter School shall provide employees with written verification of employment

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

### **School and Student Records Retention and Transfer**

Charter School shall adhere to the following requirements regarding the transfer and maintenance of school and student records:

1. Charter School shall provide the District with original student cumulative files and behavior records pursuant to District policy and applicable handbook(s) regarding cumulative records for secondary and elementary schools for all students both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring student records to the receiving schools shall be in accordance with LAUSD procedures for students moving from one school to another.

3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.
4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of the 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, school payroll and personnel records, and Title I records (if applicable). Personnel records must include any and all employee records including, but not limited to, records related to performance and grievance.
7. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
8. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

### **Financial Close-Out**

After receiving notification of closure, the CDE will notify the charter school and the authorizing entity of any liabilities the 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 the 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 the charter school.

This audit may serve as the school's annual audit.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not LAUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

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

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

These reports must be submitted to the CDE and the authorizing entity in the form required. If Charter School chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

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

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

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

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



4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

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

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

Charter School's governing board shall adopt a plan for wind-up of the 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 the school will make the payments.

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

- a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- b. File a Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).
- c. Make final federal tax payments (employee taxes, etc.)
- d. File its final withholding tax return (Treasury Form 165).
- e. File its final return with the IRS (Form 990 and Schedule).

This Element 16 shall survive the revocation, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 16. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 16 or any provision of this Element 16 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

## Additional Provisions

### **FACILITIES**

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

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

Notwithstanding any provision of any existing agreement for the use of District facilities, no agreement for the use of District facilities shall automatically renew or extend its term with the renewal of the charter petition. The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation.

Prop. 39 Single Year Co-Location Use Agreement shall be limited to one (1) school year and expire on the date stated in said instrument. There is no automatic renewal.

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

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

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

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

- Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. The District shall have the right to inspect District facilities upon reasonable notice to Charter School.
- Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, (“F&E”) that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
- Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
- Programs, Services, and Activities Outside Instructional Program; Third Party Vendors
  - (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 Ed. Code 47612 and 5 CCR § 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 charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the CSD. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the CSD for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

**Facility Compliance:** Prior to occupancy or use of any school site or facility, Charter School shall provide adequate documentation to the CSD that the charter school 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 charter school facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and provide such documentation to the CSD upon request..

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

**Asbestos Management:** Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any

building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

## **INSURANCE**

### **Insurance Requirements**

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

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

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles ("Board of Education") as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student bus service. If Charter School provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per occurrence, with no self-insured retention.
5. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
6. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
7. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.

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

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

### **Evidence of Insurance**

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

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

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

Should Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to 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.

### **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 Ed. Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

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

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

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

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

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

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

**Internal Fiscal Controls**

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

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

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

**Local Control and Accountability Plan**

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



## Appendix

### Financial Plan

#### **Historical Performance of Green Dot Schools**

Over the last fourteen years, Green Dot has performed well financially as it presently operates fourteen start-up schools, including five start-up middle schools in California, all of which are effectively managed. Green Dot's strong financial performance has been driven by its efficient school and organizational model and its effectiveness at accessing State, Federal and Local public funds as well as private philanthropy to pay for school start-up costs.

Green Dot schools strive to be self-sustaining on public funds (Federal, State and Local) after their start-up costs have been funded; typically, by their third year in the case of middle schools. The key factors that enable Green Dot schools to operate effectively on public funds are: a) high student attendance rates; b) lower number of classified employees per student than a traditional district school; and, c) low non-classroom based operating expenses due to increased efficiencies.

Opened in 2011, Ánimo Westside is located in close proximity to Ánimo Venice Charter High School, which opened in 2004. Being associated with a successful school in the area helps the school in establishing its presence in the community, leading to better student recruitment and enrollment than a typical start-up school.

Ánimo Westside will continue to follow Green Dot's proven financial model in order to ensure that the school will remain financially sound and can provide a great education to the students it serves. Additionally, as one of the largest CMOs in the state, Green Dot can use its access to capital or its built-up reserves in order to support Ánimo Westside if necessary.

#### **Start-up Funds, Budget, and Cash**

Green Dot is also very successful at fundraising from private foundations in order to help support its growth. Green Dot has received commitments of nearly \$60 million from private foundations over its history. Green Dot will continue to fundraise throughout the 2014-15 school year and beyond, and is confident that it will be able to raise the funds necessary to support its schools.

Ánimo Westside will also have access to Green Dot's multiple credit facilities (over \$1 million revolving lines of credit through Wells Fargo and other lending financial institutions). Green Dot's corporate cash reserves can also be used to cover any cash flow issues that may arise because of timing differences in which revenues are accrued versus collected.

In fiscal year 2015, Ánimo Westside will receive a \$900K grant from Green Dot ("Team Strong Grant"). The Team Strong Grant is used to compensate Ánimo Westside for its higher facility cost and lower funding rates relative to other Green Dot schools. This Team Strong Grant is projected to continue on an annual basis throughout the projection period.

#### **Projections Summary**

Ánimo Westside is currently forecasted to lose \$403,252 in fiscal year 2015. The projection period assumes that the school will benefit from (a) increased student enrollment after moving into a new facility; (b) higher per ADA revenue rates due to the continued implementation of LCFF; and (c) annual Team Strong Grants used to compensate Ánimo Westside for its higher facility costs and lower funding rates relative to other GDPS schools. These factors are expected to enable the school to produce breakeven net income by fiscal year 2016 and net income of \$355,851 in fiscal year 2019.

## Financial Model

Ánimo Westside has an operating budget of approximately \$4.5-5.0 million at its full capacity of 500 students.

### Key Assumptions – Revenue

- Number of Students: Ánimo Westside currently has 400 students enrolled and is forecasted to grow over the next 4 years to reach its capacity of 500 students. The school is projected to maintain this level of enrollment moving forward.

Ánimo Westside has previously had some challenges reaching enrollment targets due to space constraints at its previous location. With a new, permanent facility, it is expected that Ánimo Westside will grow at a moderate steady rate over the next few years to reach its maximum capacity.

- State per-Pupil Funds: Principal apportionment from the State of California makes up approximately 80% of revenue in a Green Dot school's steady state. Its target per ADA funding rate under LCFF is \$8,572. Ánimo Westside's principal apportionment for FY16 is projected at \$7,268 and is projected to reach \$7,968 by fiscal year 2019 based on projections from the California Department of Finance and other financial analysts for the Local Control Funding Formula included in the California budget starting in FY14. COLA rates between 0.9% - 2.6% annually are assumed in the financial model for long-term LCFF target rates.

Ánimo Westside is projected to have an average daily attendance (ADA) of 96.5%. Green Dot believes that this ADA will be achieved based on the fact that most of Green Dot's schools have achieved ADA's of 95% and above, and middle schools perform even higher than this.

- Special Education Entitlement: Based on the existing LAUSD rate, which is \$584 per ADA after encroachment. We are projecting this rate to grow by less than 1% per annum going forward.
- Federal Revenue: Accounts for 5% - 6% of revenue in a Green Dot school and is made up mostly of Title 1 funds (\$403 per eligible student in FY16) and federal lunch program reimbursement. We are projecting this rate to grow by less than 0.5% per annum going forward.
- Other State Revenues: Account for 12% - 15% of revenue for a Green Dot school and are made up primarily of the SB740 Facilities Reimbursement (\$750 per ADA in FY16) and State Lottery Income (\$156 per ADA in FY16). We are not projecting any changes in these rates through fiscal year 2019.
- Non-Public Revenue: Consists primarily of school site fundraising. Ánimo Westside's parent association will participate in school site grant writing, candy drives, walkathons, etc., to raise funds for the school. The amounts allocated are very conservative amounts based on historical fundraising.

### Key Assumptions - Expenses

- Personnel: Green Dot schools spend, on average, approximately 40% of revenue in steady state (year three and beyond) on salaries. Average teacher's salaries are projected to grow 2.0% each year. The school currently has 21 Teachers, 2 Administrators, 1 Counselor and 7 other staff and is expected to add 1-3 teachers or other staff members during the projection period in order to

facilitate the larger enrollment. The number of classified employees is kept relatively low to enable Ánimo Westside to have a low student to teacher ratio without substantially increasing its budget.

- **Benefits:** Benefits are expected to increase over the forecast period primarily due to increased employer contribution percentage requirements from the state and the overall trend of increasing healthcare costs.
- **Education and Student-Related Expenses:** Green Dot schools spend, on average, 13% of revenue in steady state on education and student-related expenses. This includes books and supplies, student activities and food, student transportation, employee development, special education support and computers. These assumptions are in line with the historical performances of Green Dot's schools.
- **Facilities and Facilities Related Expenses:** Facilities and facilities related expenses include mortgage / lease, maintenance, utilities, operations, housekeeping and security. The financial model assumes that Ánimo Westside will operate in a facility where the lease will be approximately 13.1% of the school's total revenue in fiscal year 2015, but decline to 9.6% once the school reaches capacity and is the beneficiary of higher funding rates in fiscal year 2019.

When Ánimo Westside first opened, it was co-located with another District school on a Prop 39 facility. The initial rent expense for the first 3 years was approximately \$449K per year. In addition to rent expense, other facilities-related expenses accounted for approximately 3%-4% of revenue. These expenditures (e.g., utilities, maintenance, janitorial, security) were in line with the historical expenses at Green Dot's other schools.

After Ánimo Westside's third year of operations, the school moved into its new facility. The new facility cost for Ánimo Westside School is approximately \$481K per year, which is being assumed by Ánimo Westside in fiscal year 2015. The change in facilities will increase rent expense by \$32K and rent will account for 11% of Ánimo Westside's revenues starting fiscal year 2015. Additionally, the facility for the new Westside location is expected to maintain the rate of 3-4% of revenue for other facilities-related expenses including utilities, maintenance, janitorial and security expenses.

- **School Operations and Other School-Related Costs:** On average, approximately 5% of revenue in steady-state Green Dot schools goes towards school operations and other school-related costs. This includes communications, insurance, transportation, equipment and other operational costs.
- **Shared Service Fee to Green Dot:** \$1,335 per ADA per year is paid as a management fee to fund the Green Dot Home Office accounting for 16% of the school's per ADA funding

### **Model Sensitivities**

Ánimo Westside Middle School's model is most sensitive to: a) the amount of the principal apportionment, b) the average daily attendance percentage, c) certificated teacher salaries, and d) facilities costs.

### **Miscellaneous**

Green Dot will work directly with school personnel to train and implement accounting procedures and controls for the deposit of funds and handling of cash. Copies of Green Dot's internal accounting processes, controls and guidance are available upon request.

Please refer to the “Supporting Documentation” for the school’s 5-Year Income Statement Projection and 3-Year Cash Flow Projections.

## Attendance Procedures

Below are the attendance procedures recommended to Green Dot's schools. This model will be the foundation for the attendance policies at Ánimo Westside.

1. Attendance is taken every period of the day on PowerSchool.
2. The office manager verifies attendance for the day and calls the parents/guardians of each of the students marked absent. If she speaks with the parent/guardian, she notes the reason for the absence. The person spoken to, time, and date are also noted by the office manager.
3. The master attendance is maintained in the PowerSchool program. This calculates daily, weekly, and monthly ADA for all enrolled students. ADA figures are reported daily for the entire school, as well as for any students over any given time period. Students counted as absent or suspended receive a "0" in the log for each respective day; students that are present receive a "1" for each respective day. In accordance with California state law, students are counted as "present" as long as they have attended any portion of the school day.
4. When a student returns from an absence, the student is issued a readmit slip if he/she has a note excusing his/her absence. He/she is given a truancy slip if he/she does not have a note excusing the absence. Truancy must be cleared with the front office through a note or a phone call from the parent/guardian.
5. Late to Class: If a student is late (unexcused) to a class, the teacher must mark the student tardy in PowerSchool. If a student is more than 10 minutes late to class, he/she must report to the front office. If a student is more than 30 minutes late without a detain slip, the student is truant and must be sent to the main office with a referral. The referral is written documentation that the student was more than 30 minutes late without permission/notification from the office. The office will then provide the referral to the school administrator to follow up appropriately with the student/parent about truancy.
6. Late to School: All students who are less than 10 minutes late to the first period of the day are to report directly to class. Students who are more than 10 minutes late to the first period of the day report to the front office before going to class. The student's parents are called if they do not come with a note. The student receives a Tardy Slip depending upon the reason for his/her tardiness.
7. Three Consecutive Absences: If a student is absent three consecutive days, the office will call the parent/guardian to verify the reason for absence and the SART (Student Attendance Review Team) process may begin. The SART aims to work with families to ensure that students comply with compulsory education laws. SART is both a prevention and intervention tool that can be utilized to address trancies, excessive tardies and excessive absences.

## Reporting

The school will report attendance requirements to LAUSD in a format acceptable to LAUSD, the County and the State. Required reports regarding daily attendance will be completed and submitted to requesting agencies.

## Services Provided by Green Dot Public Schools

Green Dot has developed and is continually growing a lean corporate organization with expertise in curriculum, professional development, finance, facilities, operations, politics, fundraising and other key areas relevant to operating successful public high schools and middle schools and driving reform. Green Dot will provide a number of services to Ánimo Westside that will help ensure the school's success. Green Dot provides similar services to all of its schools.

### Governance of Schools

The Green Dot California Board and Green Dot California Organizational Leadership Team act as the governing bodies for Ánimo Westside. In this capacity, the Board and OLT (i) sets up systems and processes that support academic achievement and growth, operational effectiveness, financial sustainability, parent and community engagement and compliance, (ii) manages, supports and holds all employees accountable for fulfilling the requirements of the school charter, and (iii) provides governance for Ánimo Westside (e.g., developing school policies, employee handbook, finance and accounting policies).

### Recruiting

Green Dot prioritizes human capital recruiting and the Home Office focuses on it year round. Green Dot engages in the following activities to ensure it has access to the largest pool of great principal and teacher candidates:

- *Information Sessions and Formal Recruiting:* Information sessions, events and formal recruiting at top graduate schools.
- *Work Study Programs:* Work-study students used as teaching assistants to generate interest in Green Dot and have an extended “interview” period.
- *Advertising:* At graduate schools, in periodicals such as Education Week, with unions and other trade organizations, on job boards, etc.
- *Partnerships:* Partnerships with organizations that place talented educators and leaders in schools (Teach for America, New Leaders for New Schools, etc.).

Ánimo Westside will have access to Green Dot's talent pool at all times in order to ensure that it can continually hire the best candidates.

Daily Services: Year-round, Green Dot's Human Capital Department conducts outreach to recruit new staff members. The department sets up informational sessions, purchases ads, reaches out to recruits to have a qualified pool of teacher applicants. Green Dot Human Capital leads the screening of potential candidates (with Ánimo Westside completing the final selection of candidates). All this outreach is centralized at Green Dot, and once compiled, the principal and teachers engage in the interviewing process.

### Facilities

Green Dot is responsible for securing facilities for each of its schools and for all major renovation projects. Green Dot has developed a facilities model that will allow it to most effectively overcome the difficult challenges related to securing facilities for new schools in Los Angeles.

Given current legislation and financing options, Green Dot schools typically use temporary facilities for their first year in operation and may use them for up to three years. The goal is for each Green Dot school to only move once in its lifetime, but some schools are likely to have to move two or three times. Temporary facilities will typically be shared facilities (with universities or other district schools, etc.);

buildings that require minimal tenant improvements such as churches with classrooms, private schools, and commercial buildings; or portable classrooms.

*Daily Service:* Green Dot's Operations Department works with the principal, teachers, and parents to understand the facility needs before the school opens. The Operations department may also meet with brokers, real estate agents/consultants and facility committees to further define the needs for the long-term facility, and work with the developer to ensure the renovated facility meets all school needs and compliance with applicable laws and regulations.

### **Facilities Financing**

Financing for purchasing facilities will be managed through the Green Dot Home Office. Green Dot is developing a financing strategy centered on exploring all of the financing options available to charter schools and taking advantage of any favorable legislation.

Green Dot has gained deep expertise in all of the financing sources available to public schools as well as all of the relevant legislation in order to find the optimal mix of different financing mechanisms to use to pay for its schools' permanent facilities.

### **Curriculum Development**

As discussed above, Green Dot's Education Team has developed a menu of curriculum options to be used by each Green Dot school. The recommended curriculum will include a variety of options for courses (particularly electives), textbooks, and teaching strategies that Green Dot believes will deliver the best student results. The Education Team will work with principals and lead teachers before the start of each new school to determine the most appropriate curriculum for each school. The Education Team will also meet with principals regularly to further refine their schools' curriculum and ensure that the curriculum is being delivered effectively. In addition, the Education team will provide Ánimo Westside with a plan to assess student achievement and growth.

Ánimo Westside can learn from the experiences of each of Green Dot's schools in order to improve its results. Additionally, it can learn from Green Dot's knowledge about leading research and best practices utilized outside of Green Dot's network.

*Daily Service:* When school is in session, Green Dot's Education Team and Cluster Directors meet on at least a monthly basis with the principal and lead teachers to analyze student progress and performance, determine effectiveness of the curriculum, improve instruction, provide instructional coaching, and set future goals and targets.

### **Professional Development**

Professional development for Ánimo Westside's principal will be managed out of the Green Dot Home Office. Professional development for teachers will be managed by the Principal, but some materials may be developed in collaboration with the Green Dot Home Office. Additional Home Office PD supports include, but are not limited to: (i) providing exemplar sessions for key areas of professional development; (ii) conducting instructional sessions with staff for key areas of professional development; and (iii) providing staff with access to online professional development support and programs through Green Dot.

### **Fundraising**

All major fundraising campaigns will be managed through the Green Dot Home Office. Individual schools will be encouraged to engage in smaller, more local fundraising efforts.

*Daily Service:* Green Dot's Marketing and Fundraising department conducts major fundraising events throughout the school year to support all Green Dot schools. Ánimo Westside may have several smaller

fundraisers ranging from candy sales to walkathons. The Principal can also place requests for individual grants and the Development Manager will write the grant and work in conjunction with the principal to obtain all necessary information.

### **Budgeting**

The Green Dot Home Office will develop the annual budget for Ánimo Westside with substantial input from the school's Principal. The Principal will have the best visibility into where resources are needed most at his/her school and provides critical guidance to Green Dot in the budget creation process. During the school year, the principal will be given flexibility to make certain trade-offs between line items in his/her budget, but is not allowed to increase the overall size of his/her budgets without authorization from the Green Dot Home Office. Additionally, any significant purchases (over \$5,000) that were not originally budgeted for cannot be made without Green Dot Home Office authorization. Staff at Green Dot responsible for financial administrative function have the following minimum qualifications: 1) a Bachelor's degree and 2) an advanced degree in the fields of business, accounting or financial management (ex. Master of Business Administration); or 3) a recognized professional certification in the field of accounting or financial management, such as a CPA (certified public accountant) or CFA (chartered financial analyst); or 4) a minimum of 10 years of experience in Accounting or Finance.

*Daily Service:* The budget is an ongoing process. During the summer the budget will be developed for the following fiscal year by the Finance and Accounting department in conjunction with the principal. The final budget will be presented and approved by the Board no later than mid-August. Final number decisions will lie with the Green Dot California Organizational Leadership Team; however, once the total amount of the budget is set, the principal may reallocate money during the year. All necessary budget information will be forwarded to LAUSD.

On a monthly basis, principals will meet with their Business Managers to review budgets and actuals. At the end of each quarter, the budget will be adjusted with major increases needing to be approved by the Green Dot Board.

### **Purchasing**

Purchasing will be centralized at Green Dot Home Office to ensure that Ánimo Westside receives competitive prices and great service. This provides Ánimo Westside with significant advantages as it does not run into the complexities and delays associated with establishing credit.

### **Operations**

The Green Dot Home Office also provides Ánimo Westside a variety of operational supports so administrators and staff can focus on instruction and student learning. These supports include, but are not limited to: (i) designing, and supporting the implementation, operation, and maintenance of, information technology ("IT") systems at schools, (ii) knowledge management and data management services, (iii) managing the nutrition program, (iv) managing school transportation needs, (v) procuring appropriate insurance coverage, (vi) managing compliance with operational requirements, and (vii) legal counsel on school's rights and responsibilities under applicable laws.

### **Back Office Management**

All back office functions such as payroll, taxes and compliance will be centralized at the Green Dot Home Office. Green Dot currently manages the majority of its back office functions but may outsource some aspects to external organizations.

#### Daily Service:

- *Payroll:* All payroll and related tasks will be carried out at Green Dot.
- *Accounting:* Green Dot executes all general ledger activities.



- *Purchase Orders:* All purchase orders and invoices for the school will be executed by Green Dot. The principal can request purchase orders. Green Dot's Account Payable will then work with the office manager to make sure the purchase order matches the invoice and product is shipped appropriately.
- *Federal Programs:* The Home Office helps manage and ensure compliance to all state and federal programs.

## **Funding Model – Directly Funded**

Ánimo Westside will be a directly funded charter school.

All of Green Dot's schools are directly funded and this model has worked effectively to date.

## Dissemination of Practice

Green Dot and Ánimo Westside are committed to collaborating closely with LAUSD and other schools in order to share promising practices and learn from each other. Ánimo Westside will share practices with LAUSD in the following areas: effective teacher performance evaluation and student assessment systems, responsible parent and student involvement in school, and narrowing the achievement gap among students of various backgrounds.

Ánimo Westside intends to have both formal and informal interactions and communications with the District and with other schools in order to foster learning and sharing. Ánimo Westside plans to attend the annual charter school conferences/meetings, participate in the Charter Collaborative, host regular school visits, share relevant materials and communicate electronically on an ongoing basis.

Because Green Dot has a network of charter schools, LAUSD will benefit even further because Green Dot can disseminate best practices not only from Ánimo Westside but also from Green Dot's other charter schools.

## **Teacher's Union Contract**

Attached is a copy of the contract between Green Dot and the Asociación de Maestros Unidos/CTA/NEA (the union representing Green Dot's certificated employees).

See Attachment.

## ANIMO WESTSIDE ADDENDUM 2015-2020

<b>GENERAL INFORMATION</b>	
• The contact person for Charter School is:	Lemuel “Mack” Mossett
• The contact address for Charter School is:	5456 McConnell Avenue Los Angeles, CA 90066
• The contact phone number for Charter School is:	(323) 565-3251
• The address of Charter School is:	5456 McConnell Avenue Los Angeles, CA 90066 <sup>9</sup>
• This location is in LAUSD Board District:	4
• This location is in LAUSD Educational Service Center:	West
• The grade configuration of Charter School is:	6-8
• The number of students in Year 1 of the renewal term will be:	450
• The grade level(s) of the students in the first year will be:	6-8
• The scheduled opening date of Charter School is:	June 16, 2015
• The enrollment capacity is: (Enrollment capacity is defined as all students who are enrolled in Charter School regardless of student residency).	500
• The type of instructional calendar (e.g. traditional/year-round, single track/multi-track, extended day/year) will be:	Traditional
• The bell schedule for Charter School will be:	See Element 1, “Sample Bell Schedule (Daily Schedule)”
• The term of this charter shall be from:	July 1, 2015 to June 30, 2020

### Assurances and Affirmations

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

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. California Education Code (hereinafter “Ed. Code”) § 47605(d)(1).
- Not charge tuition. Ed. Code § 47605(d)(1).
- Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code. Ed. Code § 47605(d)(1).
- Except as provided in Ed. Code section 47605(d)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. Ed. Code § 47605(d)(1).

<sup>9</sup> Ánimo Westside relocated to an independent facility in 2014-2015 because its Prop 39 co-located space at Cowan Elementary was no longer large enough to accommodate the school’s growing enrollment.

- Admit all pupils who wish to attend the school. Ed. Code § 47605(d)(2)(A).
- Except for existing students of the charter school, determine attendance by a public random drawing if the number of pupils who wish to attend the charter school exceeds the school's capacity. Preference shall be extended to pupils currently attending the charter school and pupils who reside in the Los Angeles Unified School District (also referred to herein as "LAUSD" and "District"). Ed. Code § 47605(d)(2)(B).
- If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. Ed. Code § 47605(d)(3).
- Meet all statewide standards and conduct the pupil assessments required pursuant to Ed. Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. Ed. Code § 47605(c)(1).
- Consult, on a regular basis, with the charter school's parents, legal guardians, and teachers regarding the school's educational programs. Ed. Code § 47605(c)(2).

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

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

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

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

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

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

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

### **ACADEMIC CALENDAR AND SCHEDULES**

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

### **TRANSITIONAL KINDERGARTEN**

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

## **WASC ACCREDITATION**

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

## **ENGLISH LEARNERS**

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

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

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

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

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

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

Charter School shall ensure that it will provide parent outreach services and meaningfully inform parents with limited English proficiency of important information regarding 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 schools must ensure that no student otherwise eligible to enroll in their charter school will be denied enrollment due to a disability or to the charter school's inability to provide necessary services. Policies and procedures are in place to ensure the recruitment, enrollment and retention of students with disabilities at charter schools.

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

### **SELPA Reorganization**

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

### **Modified Consent Decree Requirements**

All charter schools approved by the LAUSD Board of Education are bound by and must adhere to the terms, conditions and requirements of the *Chanda Smith* Modified Consent Decree ("MCD") and other court orders imposed upon the District pertaining to special education. The MCD is a consent decree entered in a federal court class action lawsuit initially brought on behalf of students with disabilities in LAUSD. It is an agreement of the parties approved by the federal court and monitored by a court-appointed independent monitor. The MCD includes nineteen statistically measureable outcomes and facilities obligations that the District has to achieve to disengage from the MCD and federal court oversight. All charter schools are required

to use the District’s Special Education Policies and Procedures Manual and Welligent, the District-wide web-based software system used for online Individualized Education Programs (“IEPs”) and tracking of related services provided to students during the course of their education.

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

- End of Year Suspension

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

- Statewide Assessment Data (**Including Charter Schools**)

The usual file including District ID.

- Norm day

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

- CBEDS (**Including Charter Schools**)

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

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

- Dropout (**Including Charter Schools**)

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

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

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

The MCD requires charter schools to implement the District’s integrated student information system which is referred to as My Integrated Student Information System (MiSiS). MiSiS is a suite of applications which is designed to capture all District student data. All charter schools are required to utilize MiSiS beginning August 1, 2014 upon the release of Milestone 8 which includes the final set of functionalities required to comply with the MCD. Upon charter school

full utilization of MiSiS, the list of required data above will automatically be captured within MiSiS.

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

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

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

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

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

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

### **STANDARDIZED TESTING**

Charter School agrees to comply with and adhere to state requirements for participation and administration of all state-mandated tests. If Charter School does not test with the District, 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.

## **Element 4 – Governance**

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

### **GENERAL PROVISIONS**

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

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

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

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

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

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

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

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

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

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

Charter School shall establish and provide a uniform complaint procedure in accordance with applicable federal and state laws and regulations, including all applicable requirements of California Code of Regulations, title 5, sections 4600 et seq.

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

Charter School shall extend its uniform complaint procedure to complaints pursuant to the local control funding formula. Ed. Code § 52075.

## **LEGAL AND POLICY COMPLIANCE**

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

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

## **RESPONDING TO INQUIRIES**

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

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

## **NOTIFICATION OF THE DISTRICT**

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

## **STUDENT RECORDS**

When a student transfers for any reason from Charter School to any other school, Charter School shall transfer a copy of the student’s complete cumulative record within 10 school days of receiving a records request from the receiving school. In the event Charter School closes, Charter

School shall comply with the student records transfer provisions in Element 16. Charter School shall comply with the requirements of Ed. Code section 49060 et seq., regarding rights to access student records and transfer of records for youth in foster care.

## **Element 5 – Employee Qualifications**

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

### **ESEA/NCLB AND CREDENTIALING REQUIREMENTS**

Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers and paraprofessionals meet the requirements for employment set forth in Ed. Code section 47605(l). Teachers of core and/or college preparatory subjects, and special education teachers, must hold and maintain a Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in a non-charter public school would be required to hold in the same assignment, including English Learner authorization. Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

## **Element 6 – Health and Safety Procedures**

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

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

Charter School shall have a comprehensive site-specific Health, Safety and Emergency Plan, including but not limited to the acquisition and maintenance of adequate onsite emergency supplies, in place prior to beginning operation of the charter school each school year. Charter School shall ensure that all staff members receive annual training on Charter School’s health, safety, and emergency procedures, including but not limited to training on child abuse awareness and reporting and bloodborne pathogens awareness, 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 Plan, and keep it readily available for use and review upon CSD request.



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

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

## **CRIMINAL BACKGROUND CHECKS AND FINGERPRINTING**

Charter School shall require the following persons to submit to criminal background checks and fingerprinting in accordance with state law: (1) all employees of Charter School, (2) any employees of vendors or independent contractors providing schoolsite services who may have contact with students, and (3) all volunteers who will be performing services that are not under the direct supervision of a Charter School employee. 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, and (2) Charter School has obtained certification that independent contractors and vendors have conducted required criminal background checks for their employees prior to any contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice to ensure the ongoing safety of its students. Upon request, Charter School shall provide a copy of Department of Justice confirmation of Custodian of Records status for each Custodian of Records.

## **IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS**

Charter School shall require its employees, and any volunteer, vendor, or independent contractor who may have frequent or prolonged contact with students, to be examined and determined to be free of active tuberculosis as described in Ed. Code section 49406. Charter School shall maintain TB clearance records on file.

Charter School shall provide for the immunization and health screening of its students, including but not limited to screening for vision, hearing, and scoliosis, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain immunization records on file.

## **SAFE PLACE TO LEARN ACT**

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

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

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

## **COURT-ORDERED INTEGRATION**

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

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

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

## **FEDERAL PROGRAM COMPLIANCE**

As a recipient of federal funds, including federal Title I, Part A funds, Charter School has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) and other applicable federal grant programs. Charter School understands that it is a local educational agency (LEA) for purposes of federal compliance and reporting purposes. Charter School agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of NCLB and other applicable federal programs, including, but not limited to, documentation related to funding, required parental notifications, appropriate credentialing of teaching and paraprofessional staff, the implementation of Public School Choice and Supplemental Educational Services, where applicable, or any other mandated federal program requirement. The mandated requirements of NCLB, Title I, Part A include, but are not limited to, the following:

- Notify all parents at the beginning of each school year of their "right to know" the professional qualifications of their child's classroom teacher

- Notify each individual parent, in a timely manner, that the parent’s child has been assigned, or taught for four or more consecutive weeks by, a teacher who is not highly qualified
- Develop jointly with, and distribute to, parents of participating children, a school-parent compact
- Hold an annual Title I meeting for parents of participating Title I students
- Develop jointly with, agree on with, and distribute to, parents of participating children a written parent involvement policy
- Submit biannual Consolidated Application to California Department of Education (CDE) requesting federal funds
- Complete and submit Local Education Agency (LEA) Plan to CDE
- Complete reform planning process with stakeholders and submit to CDE all appropriate documents for Title I Schoolwide Program eligibility and status, if applicable; otherwise, identify and maintain roster of eligible students for the Title I Targeted Assistance School Program
- Maintain inventory of equipment purchased with categorical funds, where applicable
- Maintain appropriate time-reporting documentation, including semi-annual certification and personnel activity report, for staff funded with categorical resources, where applicable
- Participate in any applicable federal program monitoring conducted by the California Department of Education
- Conduct an annual evaluation of the effectiveness of funds allocated through the Consolidated Application

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

## **Element 8 – Admission Requirements**

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

### **McKINNEY-VENTO HOMELESS ASSISTANCE ACT**

Charter School shall adhere to the provisions of the McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter

School shall provide specific information, in its outreach materials, websites, at community meetings, open forums, and regional center meetings, that notifies parents that the school is open to enroll and provide services for all students, and provides a District standard contact number for access to additional information regarding enrollment.

## **NON-DISCRIMINATION**

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

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

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

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

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

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

- 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 school's Calendar
- h. Statistical Report – monthly according to school's Calendar of Reports

In addition:

- P1, first week of January

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

## **Element 10 – Suspension and Expulsion Procedures**

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

### **GENERAL PROVISIONS**

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

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

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

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

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

### **STUDENTS WITH DISABILITIES**

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

In the case of a student who has an Individualized Education Program (“IEP”), or a student who has a 504 Plan, Charter School shall ensure that it follows correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and Section 504 of the

Rehabilitation Plan of 1973. As set forth in the MOU regarding special education between the District and Charter School, an IEP team will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District's Special Education Policies and Procedures Manual. Prior to recommending expulsion for a student with a 504 Plan, Charter School's administrator will convene a Link Determination meeting to ask the following two questions:

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

### **NOTIFICATION OF THE DISTRICT**

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

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

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

### **OUTCOME DATA**

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

### **REHABILITATION PLANS**

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

### **READMISSION**

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

### **REINSTATEMENT**

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

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

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

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

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

[NOTE: No District Required Language is being provided for inclusion in this element.]

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

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

Pupils who choose not to attend Charter School may choose to attend other public schools in their district of residence or pursue inter-district transfers in accordance with existing enrollment and transfer policies of the District.



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

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

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

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

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

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

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

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

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

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

Director/Principal

Charter School  
[See Element 14]

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

## Element 15 – Exclusive Public School Employer

*“A declaration whether or not the charter school shall be deemed the exclusive public school employer of the employees of the charter school for purposes of Chapter 10.7 (commencing with Section 3540) of Division 4 of Title 1 of the Government Code.” Ed. Code § 47605(b)(5)(O).*

Charter School is deemed the exclusive public school employer of all employees of the charter school for collective bargaining purposes. As such, Charter School shall comply with all provisions of the Educational Employment Relations Act (“EERA”), and shall act independently

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

## **Element 16 – Charter School Closure Procedures**

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

### **REVOCATION OF THE CHARTER**

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

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

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

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

### **CLOSURE ACTION**

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

## **CLOSURE PROCEDURES**

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

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

Upon 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 immediately designate a person or persons responsible for conducting all closure-related procedures and activities, and 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), if the Closing Action is an act of Charter School. Charter School shall provide CSD with a copy of the governing board resolution or minutes that documents its Closure Action. Note: If the Closure Action is a revocation or nonrenewal by the LAUSD Board of Education, the charter school does not need to send separate written notice of its closure to the CSD.
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 the 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 the school’s employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Los Angeles County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to the CSD.

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 school employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification to the CSD.

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

5. The effective date of the school closure
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, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
6. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

4. The effective date of the school closure
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 school closure, by which Charter School shall provide employees with written verification of employment

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

### **School and Student Records Retention and Transfer**

Charter School shall adhere to the following requirements regarding the transfer and maintenance of school and student records:

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

Personnel records must include any and all employee records including, but not limited to, records related to performance and grievance.

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

### **Financial Close-Out**

After receiving notification of closure, the CDE will notify the charter school and the authorizing entity of any liabilities the 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 the 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 the charter school.

This audit may serve as the school's annual audit.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not LAUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

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

5. Preliminary budgets

6. Interim financial reports
7. Second interim financial reports
8. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. If Charter School chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

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

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

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

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

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

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



Charter School’s governing board shall adopt a plan for wind-up of the 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 the school will make the payments.

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

- f. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- g. File a Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).
- h. Make final federal tax payments (employee taxes, etc.)
- i. File its final withholding tax return (Treasury Form 165).
- j. File its final return with the IRS (Form 990 and Schedule).

This Element 16 shall survive the revocation, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School’s authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 16. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 16 or any provision of this Element 16 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

## **Additional Provisions**

### **FACILITIES**

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

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

agreement provided by the District for the use of the District facilities prior to occupancy and commencing use.

Notwithstanding any provision of any existing agreement for the use of District facilities, no agreement for the use of District facilities shall automatically renew or extend its term with the renewal of the charter petition. The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation.

Prop. 39 Single Year Co-Location Use Agreement shall be limited to one (1) school year and expire on the date stated in said instrument. There is no automatic renewal.

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

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

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

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

- Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of

the Charter and incidental related uses. The District shall have the right to inspect District facilities upon reasonable notice to Charter School.

- Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, (“F&E”) that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
- Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
- Programs, Services, and Activities Outside Instructional Program; Third Party Vendors
  - Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term “instructional program” is defined, per Ed. Code 47612 and 5 CCR § 11960, as those required educational activities that generate funding based on “average daily attendance” and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.
  - Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.
- Minimum Payments or Charges to be Paid to District Arising From the Facilities:
  - (iii)Pro Rata Share: The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and
  - (iv)Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School’s legal or equitable interest created by the use agreement.
- Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.
  - (iii)Co-Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The

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

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

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

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

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

**Facility Compliance:** Prior to occupancy or use of any school site or facility, Charter School shall provide adequate documentation to the CSD that the charter school 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 charter school facility. Charter School shall

resolve in a timely manner any and all corrective actions, orders to comply, or notices issued by the authorized building and safety agency or the District. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and provide such documentation to the CSD upon request..

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

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

## **INSURANCE**

### **Insurance Requirements**

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

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

The following insurance policies are required:

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

7. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student bus service. If Charter School provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
8. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per occurrence, with no self-insured retention.
9. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
10. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
11. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
12. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

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

### **Evidence of Insurance**

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

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

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

Should Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to 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.

### **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 Ed. Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will

reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

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

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

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

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

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

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

### **Internal Fiscal Controls**

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

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

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



**Local Control and Accountability Plan**

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