



KIPP Los Angeles College Preparatory  
Charter Renewal Petition

For the term July 1, 2018 – June 30, 2023

Submitted to the Los Angeles Unified School District

September 12, 2017

## Assurances, Affirmations, and Declarations

KIPP Los Angeles College Preparatory (also referred to herein as “KIPP LA Prep” and “Charter School”) shall:

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

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

NOTE: This Charter contains specific “District Required Language” (DRL), including the Assurances, Affirmations, and Declarations section above. The DRL should be highlighted in gray within each Charter element or section. The final section of the Charter provides a consolidated addendum of the DRL. This intentional redundancy facilitates efficient charter petition

review while ensuring ready access to the DRL for any given section of the Charter. To the extent that any inconsistency may exist between any provision contained within the body of the Charter and the DRL contained in the addendum, the provisions of the DRL addendum shall control.

#### **CHARTER RENEWAL CRITERIA AND ELIGIBILITY**

##### **A. Evidence of Meeting Charter Renewal Standards Pursuant to Education Code Section 47607(b) and the California Code of Regulations, Title 5, Section 11966.4(a)(1)**

Education Code Section 47607(b) requires that a charter school that has been operating for at least 4 years must meet at least one of the following renewal criteria prior to receiving a charter renewal:

- (1) Attained its API growth target in the prior year or in two of the last three years, both school wide and for all groups of pupils served by the charter school.
- (2) Ranked in deciles 4 to 10, inclusive, on the API in the prior year or in two of the last three years.
- (3) Ranked in deciles 4 to 10 inclusive, in the API for a demographically comparable school in the prior year or in two of the last three years.
- (4) The entity that granted the charter determines that the academic performance of the charter school is at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.
- (5) Has qualified for an alternative accountability system pursuant to subdivision (h) of Education Code Section 52052.

The following shall serve as documentation confirming that the Charter School meets the statutory criteria required for renewal as set forth in Education Code Section 47607(b)(3) and Section 47607(b)(4).

#### **\*Note on Testing Data**

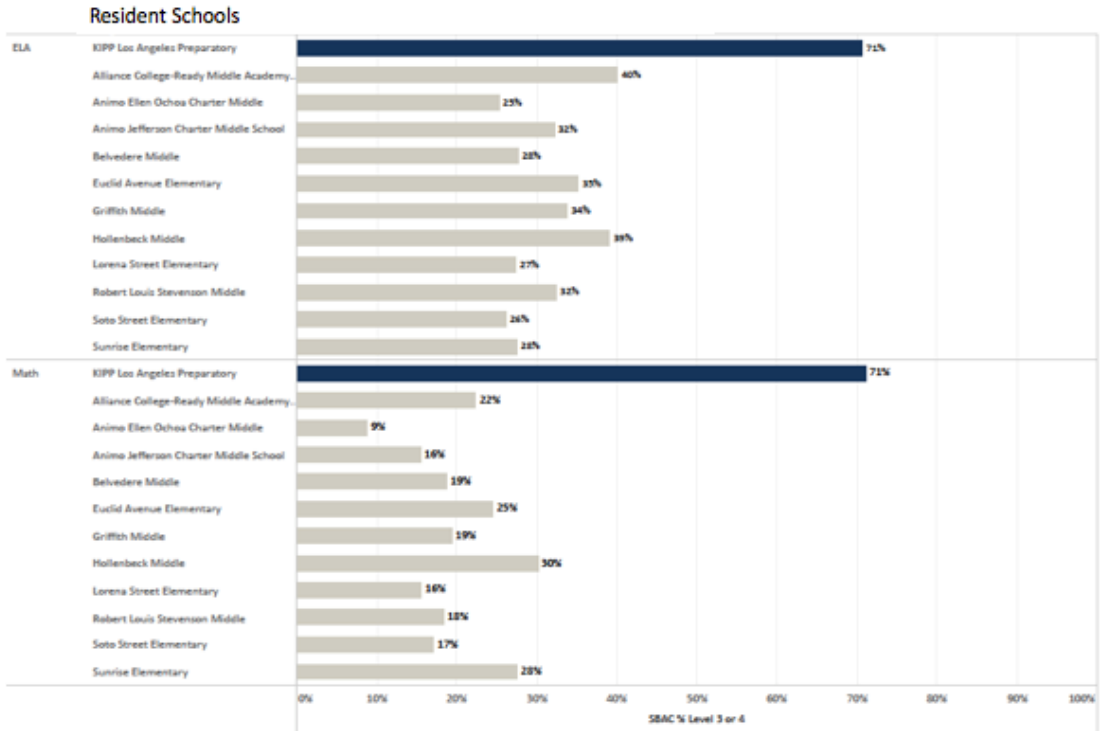
Assembly Bill 484 amended Education Code sections 52052(e)(2)(F) and 52052(e)(4) to allow schools that do not have an API calculated to use one of the following criteria to meet legislative and/or programmatic requirements:

- The most recent API calculation;
- An average of the three most recent annual API calculations; or
- Alternative measures that show increases in pupil academic achievement for all groups of pupils schoolwide and among significant groups.

KIPP LA meets the charter renewal criteria established in Education Code Section 47607(b)(3) due to its 2013 API statewide ranking, which was 10 and its 2013 similar schools rank, which was also 10. This measure is from the most recent API calculation.

KIPP LA meets the charter renewal criteria established in Education Code Section 47607(b)(4), due to its performance on the 2016 and 2017 CAASPP, relative to surrounding schools, as indicated by the table below.

## SBAC Resident Schools



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## **ELEMENT 1 THE EDUCATIONAL PROGRAM**

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

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

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

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

## **ACADEMIC CALENDAR AND SCHEDULES**

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

## **MATHEMATICS PLACEMENT**

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

## **TRANSITIONAL KINDERGARTEN**

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

## **HIGH SCHOOL EXIT EXAMINATION**

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

## **WASC ACCREDITATION**

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

## **ENGLISH LEARNERS**

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

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

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

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

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

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

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

## **STUDENTS WITH DISABILITIES**

### **Federal Law Compliance**

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

### **Special Education Program**

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

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

### **SELPA Reorganization**

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

### **Modified Consent Decree Requirements**

All charter schools approved by the LAUSD Board of Education are bound by and must adhere to the terms, conditions and requirements of the Chanda Smith Modified Consent Decree ("MCD") and other court orders imposed upon the District pertaining to special education. The MCD is a consent decree entered in a federal court class action lawsuit initially brought on behalf of students with disabilities in LAUSD. It is an agreement of the parties approved by the federal court and monitored by a court-appointed independent monitor. The MCD includes nineteen statistically measureable outcomes and facilities obligations that the District has to achieve to disengage from the MCD and federal court oversight. All charter schools are



required to use the District’s Special Education Policies and Procedures Manual and Welligent, the District-wide web-based software system used for online Individualized Education Programs (“IEPs”) and tracking of related services provided to students during the course of their education.

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

- End of Year Suspension

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

- Statewide Assessment Data

The standard file including District ID.

- Norm day

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

- CBEDS

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

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

- Dropout

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

- Monthly SESAC and Suspension data

- Graduation roster from all charter schools with 12th grade students with disabilities

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

**General Information**

· The contact person for Charter School is:	Carlos Lanuza
· The contact address for Charter School is:	2810 Whittier Blvd., Los Angeles, CA 90022
· The contact phone number for Charter School is:	(323) 264-7737
· The proposed address or ZIP code of the target community to be served by the Charter School is:	90022
· This location is in LAUSD Board District:	2
· This location is in LAUSD Local District:	East
· The grade configuration of Charter School is:	5th - 8th grade
· The number of students in the first year will be:	484
· The grade level(s) of the students in the first year will be:	Grades 5-8
· Charter School's scheduled first day of instruction in 2017-2018 is:	August 14, 2018
· The enrollment capacity is:	485
· 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:	7:30 AM - 3:00 PM Regular Instruction; 3:00-4:00 PM Supplemental Instruction.  Monday: 7:30am - 1:00pm Early Dismissal
· The term of this Charter shall be from:	July 1, 2018 to June 30, 2023

KIPP Los Angeles College Preparatory is operated by KIPP LA Schools (“KIPP LA”). KIPP LA currently operates 14 public charter schools within the Los Angeles Unified School District. KIPP LA currently serves nearly 6,500 students in transitional kindergarten through eighth grade. Additionally, KIPP LA supports nearly 1,700 alumni starting in ninth grade through their senior year of college. As of “norm day” 2016-17, ninety percent of KIPP LA students are from low-income families, 97.9% are African-American or Latino, and 10% qualified for special education services. Presently, 92% of KIPP LA alumni (exiting eighth graders) have graduated high school, 85% have matriculated into a college or university, and 71% continue to persist in college or have already graduated. KIPP LA is an independent California nonprofit public benefit corporation that was formed in 2007 to both support and grow KIPP schools in Los Angeles. KIPP LA has also obtained 501(c)(3) tax-exempt status. KIPP LA Schools has a local governing board that oversees and governs all aspects of KIPP LA’s operations.

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

KIPP Los Angeles College Preparatory School is a high-performing, tuition-free, public charter school. We serve over 480 students in grades 5-8. Ninety-nine percent of our students are Latino. Ninety-five and one-half percent of our students qualify for the Federal Free and Reduced Lunch Program. KIPP LA Prep serves Boyle Heights, a traditionally underserved community in East Los Angeles. Boyle Height is a vibrant neighborhood with a rich history in Los Angeles. According to the Los Angeles Times, only 5% of Boyle Heights residents 25 and older have a four-year degree. Many area resident do not have a high school diploma. Our school was founded in 2003 with 88 students in fifth grade, adding one grade level each year until we became fully founded during the 2006-2007 school year. In 2009, KIPP LA Prep moved to Boyle Heights and we have proudly served the community ever since. By 2011, KIPP LA Prep began to consistently outperform other Los Angeles area schools on the California Standards Test (CST), outscoring district schools ever since.

At KIPP LA Prep, our belief is that it is necessary to educate the whole child by focusing on individualized exploration, risk-taking, building character and community, and providing rigorous instruction in academics, arts, and 21st-century skills. In 2011, our mission of educating the whole child resulted in KIPP LA Prep becoming a California Distinguished School. Our strong local and community support, rigorous academic program, and focus on results earned us this title that we proudly bear for the community. Since 2015, our Smarter Balanced Common Core test scores have far exceeded our own goals and the results of Los Angeles city, Los Angeles County, and the state of California. Externally, our school features artwork by incredible local muralists. Internally, brightly painted hallways adorned with college insignia donated by our alumni beckon students to class. One of the most interesting visual features of Prep’s campus is the selection of quotations and artwork that festoons our hallways. Featuring a mixture of sources as diverse as Dr. Seuss and Cesar Chavez, one quotation stands above the others as a testament to our school’s understanding of risk-taking. Aristotle’s statement of belief, “We are what we repeatedly do. Success, then, is not an act, but a habit,” motivates students to begin their journey towards developing the habits of success. By the time our students are ready to culminate and head to high school, they have spent four years developing those habits in an environment that consciously fosters a growth mindset and encourages students to embrace failures as a step toward greater understanding. For Prepsters, success is both a habit and a process. Are belief in educating

the whole child does not stop at merely the topics discussed in classrooms, but also in the development of character. We reward positive behavior in a number of ways, including "Scholar Dollars," quarterly trips and "auctions," and through offering KIPP Character Kudos. Our students work hard to meet our expectations, but when they make mistakes, our first priority is to make certain that they learn from the error.

KIPP LA Prep engages in restorative justice, a method by which students are able to not only grow as a result of their mistakes, but also make genuine amends for their errors. KIPP LA Prep students engage in a truly rigorous, college-preparatory curriculum. They excel in core curriculum areas, routinely outscoring students across the state, not just those in "low-income" neighborhoods. Alongside the academic course-load, all students take art and music in the lower school, which includes fifth and sixth grade. In the upper school, 7th and 8th grade students select from a range of art or music classes. KIPP LA Prep provides a powerful step towards success for students from a traditionally underserved community. At KIPP LA Prep, we raise the bar of excellence. KIPP LA Prep's world class approach to education will provide Prepsters with the skills, habits and experiences necessary to be successful in high school, college, and life. Our focus on the whole child results in alumni who succeed.

KIPP LA Prep looks to sustain the success we have achieved in the past, and improve as we move forward. The successes Prep has celebrated include:

- Awarded as a National Blue Ribbon School in 2016
- Named as a California Distinguished School in 2011
- High academic achievement
- Implementation of an array of family engagement initiatives, such as daily Family Literacy, monthly Family Nights, Family Leadership Council meetings, and reading club;
- Performance on KIPP's Healthy Schools and Region Survey

The sections that follow discuss these successes in more detail, as well as our whole child approach, how that approach addresses the needs of our student population, and the challenges that KIPP LA Prep has faced over the past charter term.

#### *Academic Achievement and other Outcomes*

#### *California Assessment of Student Performance and Progress*

#### **LA Prep & LAUSD 2017 CAASPP Performance**

LA Prep has exhibited strong academic achievement on the California Assessment of Student Performance and Progress ("CAASPP"). Most recently, in the 2016-17 school year, LA Prep students demonstrated higher rates of students meeting or exceeding standards than LAUSD did in both English Language Arts and Math. When we break down the rate of students meeting or exceeding standards by grade level, we see that LA Prep students in grades 5, 6, 7, and 8 outperformed LAUSD

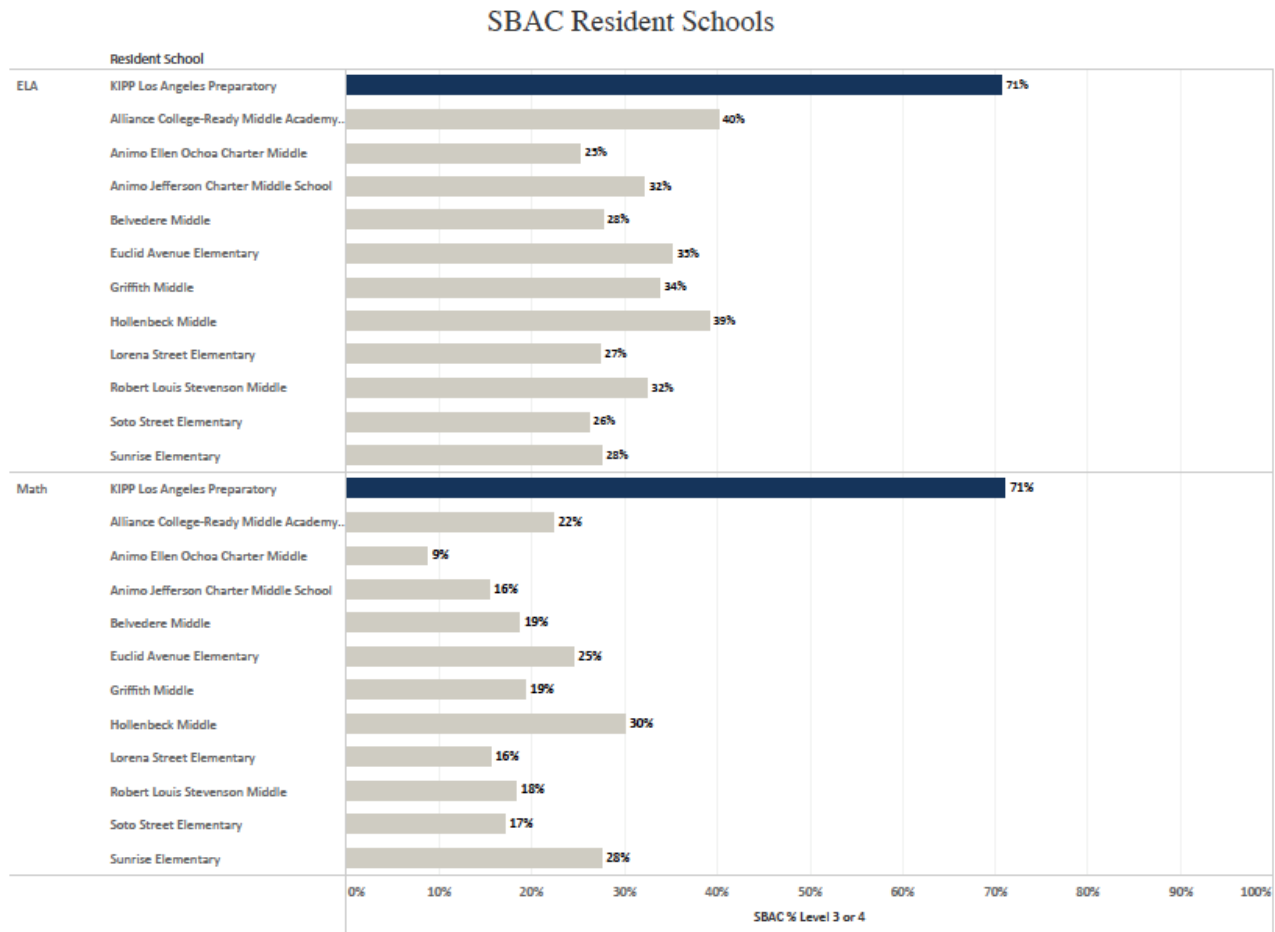
in English Language Arts and math. KIPP LA eighth graders are outperforming 8<sup>th</sup> grade LAUSD counterparts by more than double.

Figure 1: 2017 CAASPP Scores LA PREP & LAUSD

	ELA	Math
KIPP LA Prep (5-8)	71%	71%
Los Angeles Unified School District (Total)	39%	29.6%
KIPP LA Prep (5)	52%	51%
Los Angeles Unified School District (5)	38.5%	25.6%
KIPP LA Prep (6)	74 %	69%
Los Angeles Unified School District (6)	36.9%	28.1%
KIPP LA Prep (7)	76%	84%
Los Angeles Unified School District (7)	38%	27.3%
KIPP LA Prep (8)	83%	81%
Los Angeles Unified School District (8)	37.6%	27%

When looking at the individual school performance levels, (see chart below) there is a larger disparity between LA Prep and neighborhood schools among achievement in ELA math. The neighborhood schools are performing at a significantly lower level in ELA with a range of 25 - 40% of students scoring at standards met or exceeded. In math, the range is even larger with the lowest level of proficiency at 9% and highest neighborhood school proficiency at 30%. In 2017, LA Prep students outperformed the highest performing neighborhood school in English language arts by a 46% margin, and in math by a 41% margin.

Figure 2: CAASPP Resident Schools



KIPP LA Prep far outpaces District resident schools for the schoolwide student population. It is a more significantly positive when comparing the demographically similar students. Below are 2017 CAASPP scores for our subgroups along with subgroup performance from our resident schools in aggregate.

**KLAP v. LAUSD Resident Schools**  
2016-17 SBAC ALL STUDENTS  
% Students Level 3 or 4

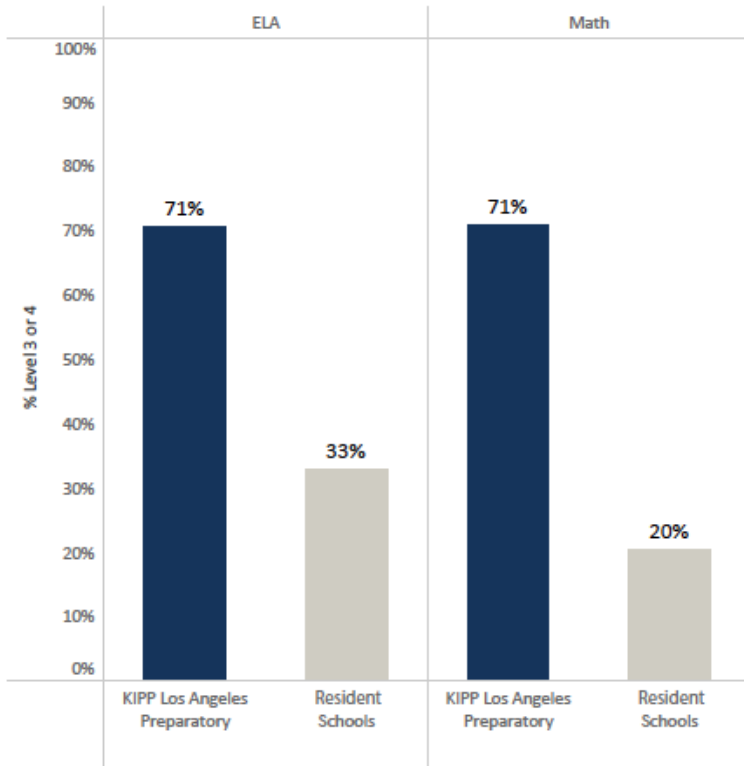
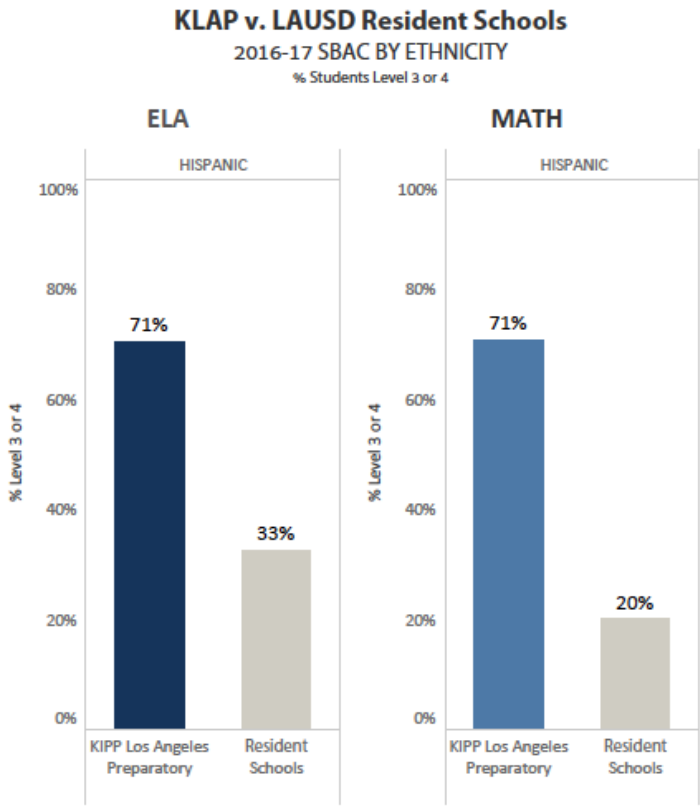
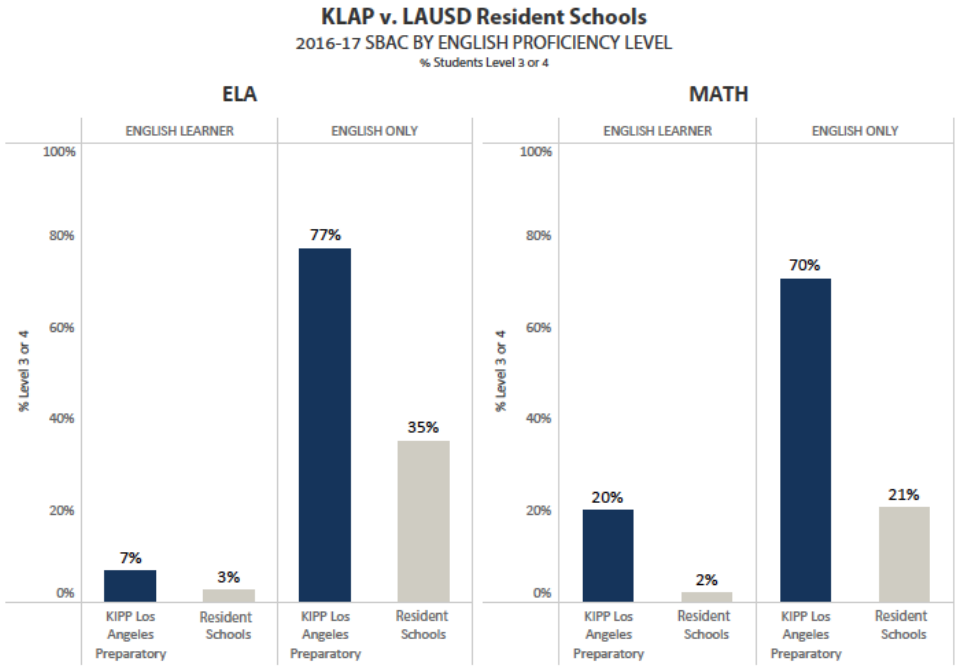
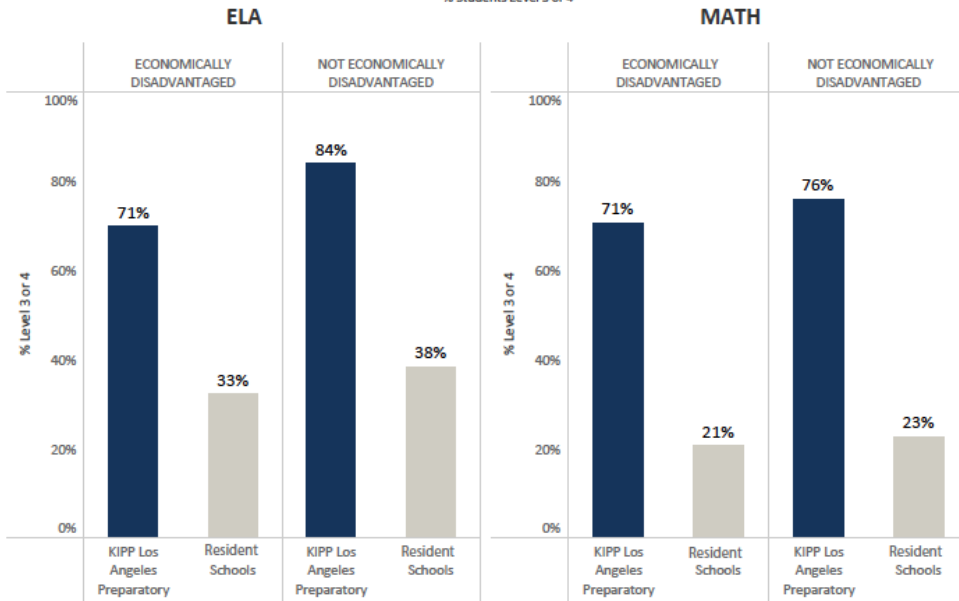


Figure 3: CAASPP KLAP v. Resident Schools Subgroups

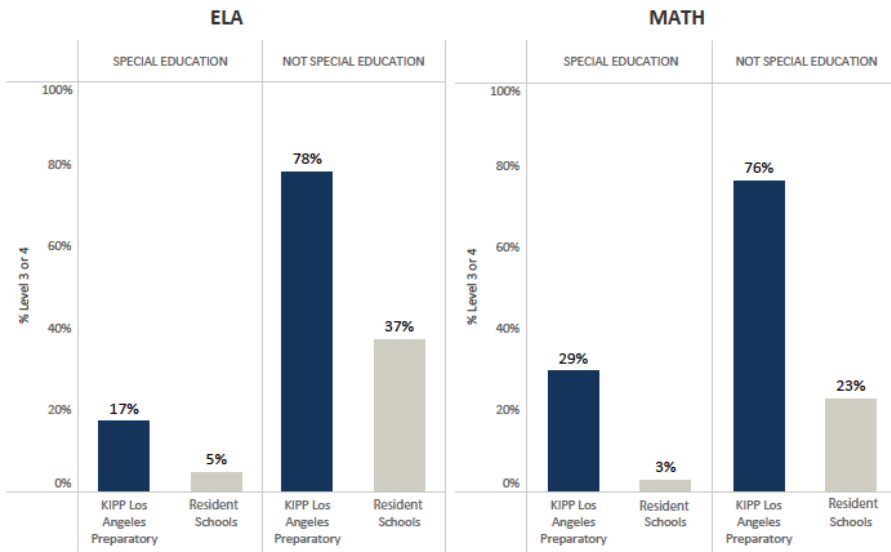




**KLAP v. LAUSD Resident Schools**  
2016-17 SBAC BY ECONOMIC STATUS  
% Students Level 3 or 4



**KLAP v. LAUSD Resident Schools**  
2016-17 SBAC BY DISABILITY STATUS  
% Students Level 3 or 4



In the charts provided above, LA Prep’s 2017 CAASPP scores were disaggregated into the major subgroups in comparison to the neighborhood school subgroup score results. In all subgroup areas (Ethnicity, English Learner, and Economically Disadvantaged), LA Prep outperformed the neighborhood schools in both ELA and math. The largest discrepancies between

LA Prep and the District were seen in the economically disadvantaged subgroup with LA Prep students out pacing neighborhood subgroup counterparts in ELA by 38% and math by 50%. Students with disabilities at LA Prep students outpaced neighborhood subgroup counterparts by 12% in ELA and 26% in math.

**LA Prep CAASPP Performance over the Charter Term**

In the spring of 2015, like all public schools in California LA Prep students took the CAASPP for the first time. Of our fifth through eighth grade students that year, 67% met or exceeded standards in ELA and 66% of our students scored met or exceeded standards in math. In 2016, LA Prep experienced increases in results, with 72% of students meeting or exceeding standards in ELA and 74% meeting or exceeding standards in math. In 2016-17, LA Prep experienced slight decreases, scoring 1% lower in ELA and 3% lower in math from the previous year. In both ELA and math, LA Prep has remained higher than our initial results with a net growth of 4% in ELA from 2015 to 2017 and a 5% growth in math from 2015 to 2017.

Figure 4: Historical CAASPP Data

	2014-15		2015-16		'15-'16 Change		2016-17		'15-'17 Change	
	ELA	Math	ELA	Math	ELA	Math	ELA	Math	ELA	Math
All students	67%	66%	72%	74%	+5%	+8%	71%	71%	+4%	+5%
Economically disadvantaged	66%	65%	72%	74%	+6%	+9%	70%	70%	+4%	+5%
Special Education	28%	36%	20%	27%	-8%	-9%	18%	31%	-10%	-5%
English Learners	19%	18%	20%	22%	+1%	+4%	6%	20%	-13%	+27%
Hispanic/Latino	66%	66%	71%	74%	+5%	+8%	71%	70%	+5%	+4%

Additionally, LA Prep has exhibited greater increases in academic achievement for subgroups in nearly all content areas. With our economically disadvantaged subgroup we have increased a total of 4% in ELA and 5% in math since 2015. With our Hispanic/Latino subgroup we have seen a total increase of 5% in ELA and 4% in math. Although making significant gains with EL students in math, 27% increase from 2015, we have much work to do with increasing their growth in ELA. Additionally, we have an opportunity to focus on our students with disabilities to ensure they are experiences increased growth over time. We intend to solidify our focus on Instructional improvement for the next charter term, this will be achieved through more targeted professional development sessions to ensure precision in both lesson planning and delivery. KLAP will also implement a number of strategies including expanding parental collaboration strategies, supporting teachers and students, and consistently monitoring and analyzing subgroup data. Furthermore, we will launch content

teams with content leads who have demonstrated results in the classroom in their particular content area of focus. These content leads will meet with the School Leader regularly to progress monitor with student data. Literacy will be infused in all subject areas to a higher degree, with accountability measures. Math resources will be used more heavily to ensure improvement in students' conceptual understanding.

*EL Subgroup Performance*

LA Prep is dedicated to improving the academic achievement outcomes for all students and subgroups, including our English Learners. Historically, we have had strong reclassification rates. LA Prep experienced a dip in reclassifications rates, we attribute this to the changes and timing around KIPP LA' Reclassification policy. To remain in alignment with the state the KIPP LA Reclassification policy was updated numerous times within this time frame charter. With these changes, the timing for reclassification proved to be difficult to show the true numbers of reclassification. Since the decline, we can see that LA Prep has adjusted to the new policy and timing with state testing.

Figure 5: English Learner Reclassification Rates (norm day)

	LA Prep		LAUSD	
	% of EL Students	% Reclassified	% of EL Students	% Reclassified
2013-14	13.1%	37.7%	27.4 %	13.9 %
2014-15	11.1%	30.2%	25.4 %	16.6 %
2015-16	12.3%	3.6%	25.9%	12.1%
2016-17	14.2%	28.9%	34.3%	16.8%
2017-18	14%*	23.0%*		

\*Internal estimates to be finalized Norm Day 2017

Figure 6: CAASPP Performance - Percent at Standard Met or Above

	2014-15 CAASSP		2015-16 CAASSP		2016-17 CAASSP	
	ELA	Math	ELA	Math	ELA	Math
LAUSD All Students	33%	25%	39%	29%	39%	29.6%
Prep All Students	67%	66%	72%	74%	71%	71%
Prep EL Students	19%	18%	20%	22%	6%	20%
Prep RFEP Students	69%	58%	78%	69%	83%	82%

To ensure that our EL students are truly making academic progress, we will monitor the performance and growth of our Reclassified Fluent English Proficient (RFEP) students. In figure 6 we can see that our RFEP students are performing and increasing year over year at a higher rate than our general student population. The year over year change for the school is being maintained at a high level. Although our EL student scores have had a decrease, we believe that our scores of RFEP students displays that once a student is reclassified they are scoring on average higher than the rest of the school.

## **Local and State Indicators**

### *School Culture and Climate*

At KIPP LA Prep, students and teachers are motivated by the promise of success. We maintain high engagement by employing the strategies that push our team members to grow as learners and as people. The same focus on the whole child that makes KIPP LA Prep an academic success makes our school culture vibrant and loving. Families, students, and teachers consistently report through our Healthy Schools and Regions survey that they feel happy, safe, challenged, loved, and empowered in their experiences at Prep. KIPP LA Prep teachers empower students to take ownership over their own education through providing the tools and habits to support individualized exploration. Students frequently set goals and surpass their own expectations. Beginning in fifth grade, students learn to self-assess their preparedness and, using teacher scaffolds as well as technology assistance, set goals for their reading and assessment performance. Our data reveals that students achieve at much higher rates with these self-created goals, scoring higher in reading growth, in math, and on standardized tests. In addition to academic goal-setting, students create college-and-career goals and can earn access to incredibly diverse quarterly and end-of-year rewards. Teachers, too, engage in individualized goal creation that aligns with our school values, allowing them to feel supported and to continue developing throughout the entire school year.

Risk-taking is an element of our school that we encourage in both students and teachers. As early as the summer preceding fifth grade, students are exposed to the work of Carol Dweck on fostering a growth mindset. Throughout their entire career at KIPP LA Prep, students will hear their teachers bring home again and again the importance of growth over perfection, reminding students of the value of risks over complacency. Every assessment result arrives with more than a simple grade - each test is an opportunity to learn from our mistakes and grow together as a team and family. We see that it is not just the teachers using this language -- students independently encourage their peers to make bold moves and set lofty goals. Teachers also have opportunities to take calculated risks as they develop their own curricula and implement innovative classroom strategies.

At KIPP LA Prep, students view their peers and faculty as a team and family. Our weekly community circles help students to grow as thinkers and speakers while discussing important topics with their peers and teachers in a friendly and respectful

way. Each week, teachers meet to nominate WOW Wednesday recipients, students who have shown extraordinary excellence in character throughout the previous week. These students receive school-wide praise for their contributions to the community at large. KIPP Character Kudos is a way for any student to receive formal praise from a faculty member for a moment of excellent character. While WOW Wednesdays are reserved for consistent efforts, KIPP Kudos are for the everyday models of community observed in ordinary situations. Our strong school culture has resulted in meeting and exceeding non-academic state outcomes as shown below:

*Attendance Goals and Rates*

LA Prep believes that our academic achievement can only be possible with strong in-seat attendance. Our goal is to have a 95% or higher daily attendance rate and less than 10% chronic absenteeism. Our attendance rate in 2016-17 was 98%, and historical rates can be found below:

Figure 7: KIPP LA Prep ADA and Chronic Absentee Rates

	Year 1	Year 2	Year 3	Year 4
	2013-14	2014-15	2015-6	2016-17
ADA	97.9%	97.9%	97.9%	98%
Chronic Absenteeism	Data not collected	1.8%	2%	2%

We have remained constant in our ADA progress and meeting our goal throughout the length of our current charter. We see that we have work to do to ensure that we continue to meet our goal of less than 10% chronic absenteeism. To ensure that we meet our goals in 2017-18 and beyond, LA PREP is taking the following steps:

- Monitor student attendance on a daily, weekly, and monthly basis and meet with parents if attendance issues arise to determine the cause and find a solution through the School Support Team meetings (“SST”), School Attendance School Attendance Review Teams
- Partner with parents at our new student orientation, Back to School Night, parent/teacher conferences and our parent group, to create a shared vision around the importance of consistent attendance for our scholars;
- Clearly articulate our attendance policies and procedures to all parents through our student and family handbook;
- Provide incentives for classrooms and students so that students can advocate for their attendance.

*Suspension Goals and Rates*

- LA Prep seeks to have a less than 5% suspension rate in a given year to ensure that every student has ample classroom time to learn and to enable our teachers to build positive relationships with our students and families. In 2016-17, LA Prep’s suspension rate was 1.9%. LA Prep will continue to keep its suspension rate low and reduce its suspension rate in the coming years by focusing on restorative justice practices that encourage students to learn from their mistakes and build character. LA Prep will continue to implement meaningful in-school discipline structures targeted at providing reflection time for students and involving parents in an authentic way to assist in supporting their child behaviorally. Further, all teachers and team members are trained in Restorative Justice and a tiered behavior system to ensure school safety

Figure 8: KIPP LA Prep % of Suspensions

	Year 1	Year 2	Year 3	Year 4
	2013-14	2014-15	2015-16	2016-17
Suspensions	5.4%	1.6%	2%	.4%

**Innovative Features**

*Engaging Families and Communities*

KIPP LA Prep upholds its mission to serve the community by providing regular communication with families, collecting meaningful feedback from all stakeholders, and offering opportunities to engage with organizations and schools both locally and across the nation. We communicate consistently with families with a parent bulletin, teacher cell phones, our school survey, and through a partnership with MALDEF, the Mexican American Legal Defense Fund. Our bulletin is an informative weekly newsletter that explains events and announcements. All teachers have school-issued cell phones to facilitate family communication. Teachers call parents proactively in order to update them on students’ progress throughout the school year. In addition to teacher calls home, students also call home when they have missing assignments. By engaging parents in the everyday actions of their students, we increase parent involvement and improve outcomes for students. Prep’s annual Healthy Schools and Regions Survey asks all stakeholders to rate how well the school is doing in building a positive learning environment and preparing students for college and career. We take this feedback seriously and have made many adjustments in response. After Prep received feedback that parents sought more volunteer opportunities, the Parents in Action Committee (PAC) was developed through a partnership with MALDEF. Prep and MALDEF organized families to create a platform through which our parents can voice their ideas, volunteer, and learn more about what is going on at school. Another way we welcome feedback from our families is through the quarterly “Coffee with the Principal” meeting, a town hall meeting between families and school leaderships. We have also created

partnerships within the Boyle Heights community. Student Council works with the Los Angeles Regional Food Bank to organize a holiday food drive. The local YMCA provides our PE instruction and facilities for enrichment classes such as swimming, dance, spinning and yoga. Our enrichment program also partners with Plaza de la Raza, a community organization focused on preserving Latino heritage. Plaza de la Raza provides Prep with music instructors for Mariachi and our Brazilian Drumline. Studio IDDM, a local dance studio, provides Mexican Folklorico instruction to our Prepsters. These community partnerships create amazing opportunities for our students to show leadership and take initiative. Many students continue relationships with these organizations and activities through high school and college. Our leadership also provides opportunities for students to visit and learn about competitive, local high schools. Through these visits, students are motivated to work hard to attend these great schools that will fuel them in their journey to and through college. Students also have opportunities to participate in summer learning institutes at our partner colleges all over the nation, such as Franklin and Marshall College, Duke University, and Brown University.

### **Looking Ahead**

One of the impediments to accessing opportunity for our students is the impact of traumatic events on their ability to learn and develop. At KIPP LA, we believe in providing both a rigorous education and social-emotional supports to empower our students to thrive in school, college, and the competitive world beyond.

National data indicates that one in four children experience a traumatic event in their lifetime that can affect learning and development<sup>1</sup>; in a 2013-2014 screening of 572 Los Angeles students, 88% reported experiencing three or more traumatic events<sup>2</sup>. Research supports that even *one* traumatic event influences the brain enough to alter development, such as increasing symptoms of depression, irritability, aggressive behaviors, and anxiety while decreasing attention/focus, short- and long-term memory, communication and language skills<sup>3</sup>.

In our effort to reduce the inequities between subgroup performances and increase achievement for all students, we are implementing Calm Classroom and becoming Trauma Informed Schools. This is an approach to teaching and school culture that understands that our students bring with them their past experiences and aids in the healing process for those that have experienced trauma. One component of this approach is to provide a Social-Emotional Learning intervention course called Calm Classroom.

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<sup>1</sup> The National Child Traumatic Stress Network, "Facts & Figures". Retrieved from <http://www.nctsn.org/resources/topics/facts-and-figures> on 6/26/17

<sup>2</sup> The Need for School Mental Health Services in LAUSD. Retrieved from <http://achieve.lausd.net/Page/2170> on 6/26/17

<sup>3</sup> How Does Trauma Affect Children? Retrieved from <http://traumaawareschools.org/impact> on 6/26/17

Calm Classroom is a mindfulness-based school-wide social and emotional learning program which is composed of three-minute scripted mindful breathing, stretching, focusing and relaxation techniques presented to students by the entire school staff throughout the school day. Calm Classrooms is a sustainable program based on: simplicity of implementation, quality training, long-term support, and ongoing evidence of positive outcomes. Calm Classroom has a proven track record of empowering students to overcome difficulty learning in school, anxiety, stress, trauma, aggression towards others, while increasing their self-esteem and academic performance. KIPP LA Schools is in its beginning phases of transitioning to Trauma Informed Schools and we believe this will have a positive impact on our students.

**Student Population To Be Served**

KIPP LA Prep believes that the middle school years are crucial years and that the choices students make during these years will help set them on a path for success. KIPP LA Prep creates a supportive, rigorous and personalized learning environment with a focus on college-readiness for fifth through eighth grade students. To fulfill the whole child focus of KIPP LA Prep, our program expands beyond the core curriculum to include language, visual and performing arts, physical education, and technology. We believe that successful students are well rounded students.

KIPP LA Prep’s projected student enrollment:

	<b>FY2019</b>	<b>FY2020</b>	<b>FY2021</b>	<b>FY2022</b>	<b>FY2023</b>
5th Grade	125	125	125	125	125
6th Grade	125	125	125	125	125
7th Grade	120	120	120	120	120
8th Grade	114	115	115	115	115
<b>Total</b>	<b>484</b>	<b>485</b>	<b>485</b>	<b>485</b>	<b>485</b>

As a public school, KIPP LA Prep is tuition-free and will admit any middle school-age student regardless of disability, gender, gender identity, gender expression, nationality, race, ethnicities, religion, sexual orientation, or any other characteristic of any protected class. KIPP LA Prep works in tandem with parents, community members, and the Los Angeles Unified School District to realize the mission of the school. Although the middle school will be open to any student, KIPP LA Prep targets academically underserved students in Los Angeles.



## **Goals and Philosophy**

### **School Vision**

All KIPP LA Prep students will live their best lives by embodying and exemplifying the needed knowledge, skills, confidence, character, and passion.

### **School Mission**

The mission of KIPP LA Prep is to prepare students with the academic skills, intellectual habits, and character traits that are necessary for success in high school, college, and the competitive world beyond. In pursuing this mission, we aim to serve our community as a whole by educating students who will make a difference in our community and the world.

KIPP LA Prep, which serves 470 fifth through eighth grade students at full enrollment, aims to strengthen the character and academic skills needed for underserved students in Los Angeles to excel in competitive high schools and colleges and assume positions of responsibility and excellence.

Central to the school's mission is the belief that all students can succeed in rigorous college-prep environments when provided with high expectations, a disciplined commitment to academics, extended time for learning, including summer school and daily supplemental instruction, and access to a wide range of enriching learning experiences. It is now a truism that an excellent college education is necessary for expanded opportunities in an increasingly competitive and global 21<sup>st</sup> century job market. Therefore, a college preparatory ethos drives all aspects of the school, from the educational program to the allocation of resources and daily scheduling.

By utilizing the rigorous grade-level expectations articulated in California's Common Core Content Standards (CCSS) and Next Generation Science Standards (NGSS), as well as by utilizing the remaining California state standards, academic learning at KIPP LA Prep will be driven by the teachers' design and implementation of year-long pacing guides that ensure students have mastered core standards to mastery by the end of the third quarter. Diverse data drives instruction at every step. Intervention and accelerated groups are used to ensure all students are challenged and supported in individual learning levels.

Our mission supports the notion that schooling should develop the character and self-identity of students. KIPP LA Prep will cultivate character traits and teach the school's values strategically throughout the school year. Teachers are encouraged to incorporate school values in their lesson plans across content levels so that students are receiving a holistic education that builds academic and character skills. Students will be motivated to creatively represent what each value means to them through writing, skits, music, and more. They could creatively express the school's values individually, as a class, or even as a grade level.

As a school, we will give students real-world experiences and opportunities that ignite their curiosity, heighten their critical thinking and provide access to opportunities available to their middle-class peers. For example, beginning in fifth grade,

each grade will visit at least one college campus annually to make college a tangible place and goal in our students' minds. Students will also participate in an overnight camping trip where they will experience scientific concepts such as erosion, plate tectonics, and weather patterns first-hand. These experiences and others aim to level the playing field and enrich our students' lives.

### **School Values**

In order for students to realize the mission of KIPP LA Prep, character building and a values focus are essential components. The values of the school are Love, Honor, Integrity, and Excellence. The school will build upon the students' existing experiences and values in these areas and seek to strengthen and develop these values supporting students' success in school and the competitive world beyond.

The teaching staff will measure the students' development and growth in the values through rubrics specific to the targeted character strength. In addition to the rubrics, the teachers will make anecdotal notes about each child's character skills which will be passed to the next year's teacher throughout their years in KIPP LA Prep to monitor each child's growth and achievement of the school's mission.

### **KIPP's Five Pillars**

KIPP LA Prep will achieve its mission and vision through its implementation of KIPP's Five Pillars, its partnership with the KIPP Foundation and KIPP LA Schools, and through KIPP's educational philosophy. KIPP's Five Pillars, the core operating principles that all KIPP schools share, will drive KIPP LA Prep and are as follows:

**HIGH EXPECTATIONS:** Clearly defined and measurable high expectations for academic achievement and conduct that creates and reinforces a culture of achievement and support. We know that every student is different and we personalize learning based on a student's needs, skills, and interests.

**STRENGTH OF CHARACTER:** Success in life depends on more than academic learning. We help students foster character strengths that are essential for their own success. And we empower them to express their voice with power and to improve the world around them.

**HIGHLY SKILLED TEACHERS & LEADERS:** Great schools require great teachers and school leaders. We empower our school teams and invest in leadership and training rather than in bureaucracy.

**SAFE & STRUCTURED ENVIRONMENTS:** Physical and emotional safety is needed for students to take risks and learn from their successes and their mistakes. Our schools provide a safe, structured, and nurturing environment with minimal distractions so our students love school and maximize their learning.

**KIPP THROUGH COLLEGE:** Our counselors and advisors support students as they prepare for and select the right college for their needs and interests. After high school, we help KIPP alumni navigate the social, academic, and financial challenges they might encounter while in college.

### **College and Career Readiness: Becoming a 21<sup>st</sup> Century Educated Person**

Every KIPP LA school's goal is to ensure that its students are on the path to and through college. By focusing on college starting in kindergarten and preparing our students to be successful in middle school, high school and beyond we will achieve our goal. To be college ready, our students must be able to:

1. Master core content;
2. Develop key cognitive strategies;
3. Take ownership of their learning and become proficient with a range of learning strategies;
4. Acquire the knowledge necessary to make a successful transition from secondary to postsecondary education.

Implementing the highest-quality instructional program is paramount to KIPP's track record of success. KIPP LA Prep's high-quality instruction is standards-based, with an emphasis on character and academic skills, and is explicitly tied to the school's mission of preparing students in Los Angeles for success in college and in life.

Although there are several important factors that contribute to student achievement, research has demonstrated that the quality of instruction in the classroom has twice the impact on student achievement as school-wide policies regarding curriculum, assessment, staff collegiality, and community involvement.<sup>4</sup> While the quality of instruction cannot be emphasized enough, it is also important that schools focus on teaching the appropriate types of skills that will adequately prepare students for the challenges that await them. Tony Wagner, a researcher from Harvard University has done just that. Through interviews with senior executives and college admissions counselors, he determined what the seven survival skills are for workforce readiness. Therefore, to truly prepare our students to become 21st century educated persons, we must focus on these seven skills. They are:

1. Critical Thinking and Problem Solving
2. Collaboration across Networks and Leading by Influence
3. Agility and Adaptability
4. Initiative and Entrepreneurialism
5. Effective Oral and Written Communication
6. Accessing and Analyzing Information
7. Curiosity and Imagination<sup>5</sup>

These seven survival skills for becoming 21st century educated persons are composed of both academic skills and character skills, which is why KIPP schools have always been founded with a dual purpose of cultivating both sets of skills. In the words of David Levin, founder of KIPP Academy New York, "the experiences of KIPP Academy New York and KIPP Academy Houston

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<sup>4</sup> Robert Marzano, *Educational Leadership*, September 2003.

<sup>5</sup> Tony Wagner, *The Global Achievement Gap*, Basic Books: New York, 2008.

have taught us that *academics* without *character* are useless; students will have the skills but lack the motivation to use them. *Character* without *academics* is hollow; students will have the motivation but not the ability to use it. Together, they have the power to transform lives.” By teaching academic and character skills in tandem, KIPP LA Prep will develop self-motivated, competent, lifelong 21st century educated persons.

In addition to these academic and character skills, the 21st century demands that students are able to use technology and media in a meaningful, responsible, and strategic manner, which is why LA Prep has a 1:1 computer ratio. Students will need to employ technology to enhance their reading, writing, speaking, listening, and language skills. They will need to efficiently research information online and utilize what they learn in both on- and offline environments. They will need to understand the strengths and limitations of various technology and media and use those to their maximum potential to accomplish their goals. KEA is focused on ensuring usage of purposeful technology in school and at home so that they gain 21st skills to prepare them for success in college and beyond.

### **KIPP Through College**

At KIPP LA, our mission is to ensure student success through college graduation. While our current schools serve only the elementary and middle school grades, KIPP Through College (KTC) will continue to support students who complete the eighth grade at KIPP LA Prep on their journey to remain on the path to college.

The mission of KIPP Through College is to empower KIPP LA alumni to continue to use their KIPP-learned intellectual habits, knowledge, and character traits in their current school and in life to attend and complete college as well as further their communities. The fundamental goal of the KIPP Through College program is to ensure that more than 80 percent of KIPP LA alumni go on to college and become successful in life. Our KIPP Through College program offers a range of services to KIPP LA’s alumni. Our services are provided in three major areas:

#### **In middle school:**

The KIPP Through College program begins by assisting KIPP LA students and their families with the high school placement process. Beginning in fifth grade, KIPP LA families know the crucial role middle school plays in their child’s trajectory to and through college. For families who did not attend a KIPP elementary school, they are introduced to KTC during the Parent Academy in the summer before 5th grade. High School Placement advisors work closely with students and families to assist them during the high school application and admission process, with the aim of identifying the college preparatory high school that best fits each student’s individual strengths and interests.

### **In high school:**

The focus on college is even more intentional when KIPP LA alumni begin high school. While in high school, KIPP Through College provides support to alumni in the following areas: academic advising, standardized testing preparation, college tours, college admissions and application assistance, scholarship support, and financial literacy.

### **In college:**

KTC not only supports students on their journey to college, but also supports them while they work towards college graduation. KTC advisors visit students on their college campuses, as well as keep in touch via email and phone. Counselors discuss academic progress, financial aid, social pressures, and internship and career options. During holidays and breaks, KIPP LA hosts events for students while they are back in their hometowns

### **How Learning Best Occurs**

Implementing a high-quality instructional program is paramount to KIPP's track record of success. High quality instruction is a result of proper planning and varied instructional techniques and methods that are relevant to students. There are four components to KIPP LA Prep's approach to high quality instruction:

1. **Quality Instruction is Standards-Based.** KIPP LA Prep has correlated its curriculum objectives to the state content standards adopted by the California State Board of Education. Incoming student needs and performance levels will determine the weight that teachers place on different elements of the curriculum. The school's expectation is to accelerate student learning to ensure that mastery of the state standards is achieved at a faster pace necessary to prepare students for the rigorous and challenging curriculum they will encounter in middle school and high school honors and advanced placement programs.
2. **Quality Instruction is Data-Driven.** All instructional decisions at KIPP LA Prep are anchored in student data. Teachers begin by using diagnostic and beginning-of-year assessment data to adjust pacing guides and differentiate instruction. During lesson planning and internalization, teachers identify formal and informal ways to collect data about student understanding; teachers use this data to adjust scaffolds, pacing and student grouping. Teachers analyze student data during grade-level meetings and professional development to inform practice. The School Leader uses student data to drive observations, feedback and teacher development.
3. **Quality Instruction is Differentiated.** Students process material in a variety of ways. Thus, teachers at KIPP LA Prep continuously work together to enhance student learning by sharing, developing, and refining effective teaching strategies. The advantage of having more time for learning means that multiple instructional techniques can be combined and integrated throughout the day. Students whose needs have not been met through traditional teaching methods benefit from supplemental, direct instruction, small group work, workshop, call and response, hands-on

learning, chanting, role-playing, team-teaching, individualized instruction, cooperative learning, peer tutoring, computer activities, and other innovative techniques.

4. **Quality Instruction is Culturally Relevant and Responsive to Students.** KIPP LA Prep combines California’s rigorous content standards with the pedagogies that have proven successful in established KIPP schools. While it is important that teachers ensure students are mastering content standards, it is vital for teachers to create a learning environment as well as provide students with opportunities to learn skills and content in meaningful ways, KIPP LA Prep defines culture as a necessary dimension towards academic achievement. Therefore, it is incumbent upon the staff KIPP LA Prep to truly understand the cultural values, beliefs, customs, and ideas of the students that attend their school. By doing so, teachers can make informed decisions about how to help students connect what they are learning to what they already know. Culturally relevant pedagogy also seeks to build a positive self-concept within students by valuing a student’s background, at KIPP LA Prep, a culturally responsive curriculum will also students to better understand their place within their community and how realizing their goals and dreams will impact and support the community they live in.

#### **Outcomes and Assessments Aligned with the State Priorities**

In accordance with Education Code Section 47605(b)(5)(A)(ii), KIPP LA Prep has developed annual goals, schoolwide and for all numerically significant pupil subgroups, in the eight state priorities, as well as annual actions to achieve those goals. These are identified below in Figure 9.

KIPP LA Prep’s school-wide and subgroup outcome goals and performance targets will be aligned to the state’s priorities. We will carefully set ambitious goals and outcomes for our teachers and students with the ultimate goal of preparing them for success once they leave KIPP LA Prep. These goals and targets are outlined in Figure 9.

## LCFF STATE PRIORITIES

### GOAL #1

All Students Will Achieve

Related State Priorities:

- |                            |                                       |                                       |
|----------------------------|---------------------------------------|---------------------------------------|
| <input type="checkbox"/> 1 | <input checked="" type="checkbox"/> 4 | <input type="checkbox"/> 7            |
| <input type="checkbox"/> 2 | <input type="checkbox"/> 5            | <input checked="" type="checkbox"/> 8 |
| <input type="checkbox"/> 3 | <input type="checkbox"/> 6            |                                       |

### Specific Annual Actions to Achieve Goal

- Teachers will use data such as interim assessments to tailor and guide instruction
  - Blended learning model ensures daily intervention and acceleration is available
  - Professional development (“PD”) and on-going coaching for teachers using KIPP Framework for Excellent Teaching and CCSS training
  - Tutoring after school during study hall
- California English Language Development Test (“CELDT”) data and English Language Proficiency Assessments for California (ELPAC) will be accurate and shared with teachers.
- EL students will receive small group instructional support to support their language development
  - Teachers will use previous MAP scores to create targeted instruction for each student
  - Ensuring high-quality instruction and targeted support.
  - Students will know their own MAP growth targets and teachers will track growth from fall to winter to spring
  -

### Expected Annual Measurable Outcomes

**Outcome #1:** #1 Increase number of students who meet state-established proficiency levels for English Language Arts

**Metric/Method for Measuring:** Percentage of students performing at or above proficiency level on CAASPP English Language Arts assessment

APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	71%	72%	72%	72%	72%	72%
English Learners	11%	16%	21%	26%	31%	36%
Socioecon. Disadv./Low Income Students	70%	72%	72%	72%	72%	72%
Foster Youth *						
Students with Disabilities	18%	23%	28%	33%	38%	43%
African American Students *						
Latino Students	71%	72%	72%	72%	72%	72%

**Outcome #2:** Increase number of students who meet state-established proficiency levels for Math

**Metric/Method for Measuring:** Percentage of students performing at or above proficiency level on CAASPP Mathematics Assessment

APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	71%	72%	72%	72%	72%	72%
English Learners	31%	36%	41%	46%	51%	56%
Socioecon. Disadv./Low Income Students	70%	72%	72%	72%	72%	72%
Foster Youth *						
Students with Disabilities	32%	37%	42%	47%	53%	58%
African American Students *						
Latino Students	70%	72%	72%	72%	72%	72%
<b>Outcome #3:</b> EL Students will advance at least one performance on the CA State English Proficiency Test AND/ OR Reclassification Rate						
<b>Metric/Method for Measuring:</b> Percentage of EL students making progress on English Proficiency						
APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
English Learners	67.3%	70%	73%	73%	75%	75%



**GOAL #2**

Support student, family and school engagement

Related State Priorities:

<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input type="checkbox"/> 7
<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 5	<input type="checkbox"/> 8
<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 6	

**Specific Annual Actions to Achieve Goal**

- Families will be given our calendar of events at the beginning of the school year.
- Parents will be notified of Parent meetings date and time at least one month in advance at a time convenient for parents and child care will be provided to minimize barriers for attendance
- Use a tiered behavior system to ensure school safety and promote positive school climate.
- Add personnel to support the increase of students.

**Expected Annual Measurable Outcomes**

**Outcome #5:** KIPP LA Prep will provide 1 back to school night, 2-week long parent-teacher conference opportunities, at least 3 family engagement meetings, and parent leadership opportunities.

**Metric/Method for Measuring:** Parent attendance at parent meetings, sign-in sheets, other engagement indicators

APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	8 opportunities	8 opportunities	8 opportunities	8 opportunities	8 opportunities	8 opportunities
English Learners	8 opportunities	8 opportunities	8 opportunities	8 opportunities	8 opportunities	8 opportunities
Socioecon. Disadv./Low Income Students	8 opportunities	8 opportunities	8 opportunities	8 opportunities	8 opportunities	8 opportunities
Foster Youth *						
Students with Disabilities	8 opportunities	8 opportunities	8 opportunities	8 opportunities	8 opportunities	8 opportunities
African American Students *						
Latino Students	8 opportunities	8 opportunities	8 opportunities	8 opportunities	8 opportunities	8 opportunities

**Outcome #6:** Suspension rate will not exceed 1.5%.

**Metric/Method for Measuring:** Suspension rate.

APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	.4%	<2% suspension rate	<2% suspension rate	<2% suspension rate	<2% suspension rate	<2% suspension rate

English Learners	.0%	<2% suspension rate	<2% suspension rate	<2% suspension rate	<2% suspension rate	<2% suspension rate
Socioecon. Disadv./Low Income Students	.4%	<2% suspension rate	<2% suspension rate	<2% suspension rate	<2% suspension rate	<2% suspension rate
Foster Youth *						
Students with Disabilities	0%	<2% suspension rate	<2% suspension rate	<2% suspension rate	<2% suspension rate	<2% suspension rate
African American Students *						
Latino Students	.4%	<2% suspension rate	<2% suspension rate	<2% suspension rate	<2% suspension rate	<2% suspension rate

**Outcome #7:** Expulsion rate will not exceed 1%.

**Metric/Method for Measuring:** Expulsion rate.

APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	0%	<1% expulsion rate	<1% expulsion rate	<1% expulsion rate	<1% expulsion rate	<1% expulsion rate
English Learners	0%	<1% expulsion rate	<1% expulsion rate	<1% expulsion rate	<1% expulsion rate	<1% expulsion rate
Socioecon. Disadv./Low Income Students	0%	<1% expulsion rate	<1% expulsion rate	<1% expulsion rate	<1% expulsion rate	<1% expulsion rate
Foster Youth *						
Students with Disabilities	0%	<1% expulsion rate	<1% expulsion rate	<1% expulsion rate	<1% expulsion rate	<1% expulsion rate
African American Students *						
Latino Students	0%	<1% expulsion rate	<1% expulsion rate	<1% expulsion rate	<1% expulsion rate	<1% expulsion rate

**Outcome #8:** Greater than 70% of students will feel safe at school.

**Metric/Method for Measuring:** "I feel safe at school" as a 4 or better as measured by a Region wide survey.

APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	77%	>70%	>70%	>70%	>70%	>70%
English Learners **	%	>70%	>70%	>70%	>70%	>70%
Socioecon. Disadv./Low Income Students **	%	>70%	>70%	>70%	>70%	>70%
Foster Youth *						
Students with Disabilities ^	%	>70%	>70%	>70%	>70%	>70%
African American Students *						
Latino Students	79%	>70%	>70%	>70%	>70%	>70%

**Outcome #9:** Sustain an Average Daily Attendance ("ADA") rate of 95% ADA.

**Metric/Method for Measuring:** Average Daily Attendance Rate

APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	98%	>95%	>95%	>95%	>95%	>95%
English Learners ***	%	>95%	>95%	>95%	>95%	>95%
Socioecon. Disadv./Low Income Students ***	%	>95%	>95%	>95%	>95%	>95%
Foster Youth *						
Students with Disabilities ***	%	>95%	>95%	>95%	>95%	>95%
African American Students *						
Latino Students ***	%	>95%	>95%	>95%	>95%	>95%

**Outcome #10:** Sustain a 10% or less chronically absentee rate.

**Metric/Method for Measuring:** Average Daily Attendance Rate

APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	2%	<10% chronic absentee rate	<10% chronic absentee rate	<10% chronic absentee rate	<10% chronic absentee rate	<10% chronic absentee rate
English Learners	3%	<10% chronic absentee rate	<10% chronic absentee rate	<10% chronic absentee rate	<10% chronic absentee rate	<10% chronic absentee rate
Socioecon. Disadv./Low Income Students	2%	<10% chronic absentee rate	<10% chronic absentee rate	<10% chronic absentee rate	<10% chronic absentee rate	<10% chronic absentee rate
Foster Youth *						
Students with Disabilities	1.7%	<10% chronic absentee rate	<10% chronic absentee rate	<10% chronic absentee rate	<10% chronic absentee rate	<10% chronic absentee rate
African American Students *						
Latino Students	2%	<10% chronic absentee rate	<10% chronic absentee rate	<10% chronic absentee rate	<10% chronic absentee rate	<10% chronic absentee rate

**GOAL #3**

Create spaces and opportunities for student achievement.

Related State Priorities:

- |                                       |                            |                                       |
|---------------------------------------|----------------------------|---------------------------------------|
| <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 4 | <input checked="" type="checkbox"/> 7 |
| <input checked="" type="checkbox"/> 2 | <input type="checkbox"/> 5 | <input type="checkbox"/> 8            |
| <input type="checkbox"/> 3            | <input type="checkbox"/> 6 |                                       |

**Specific Annual Actions to Achieve Goal**

- Annual teacher recruitment and comprehensive interview process.
- Hiring of credentialed teachers and ensuring proper placement.
- Supporting teachers with transfer of credentials from out of state.
- Purchase educational supplies and materials purchased that are aligned to the CCSS, NGSS, and other applicable state content standards.
- Ensure that all metrics of the School Accountability Report Card (“SARC”) pertaining to facility quality are met by monitoring internally using operational and custodial staff, and through regional oversight visits.
- Maintain a space that is conducive to learning.
- All students, including English Learners will have lesson plans and assessments that are aligned to CCSS, NGSS, and other applicable state content standards.
- Teachers will participate in PD throughout the year as a region and at the school level in the implementation of standards. Topics will include strategies for EL’s.
- Track attendance records for all scheduled professional development pertaining implementation of state standards provided both internally and at the school site, regionally through KIPP LA, at 3<sup>rd</sup> party sessions, or through the national KIPP network.
- Programmatic planning and scheduling: the Charter School will insure the schedule allows enough time for all students to engage in listed courses.
- Hiring of credentialed teachers to teach enrichments.
- The Charter School will create a budget that supports the hiring of needed teachers to offer courses to all students.

**Expected Annual Measurable Outcomes**

**Outcome #11:** Maintaining or increasing the rate of teachers who are compliant.

**Metric/Method for measuring:** Percentage of teachers who are compliantly credentialed

APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	100%	100% compliant	100% compliant	100% compliant	100% compliant	100% compliant
English Learners	100%	100% compliant	100% compliant	100% compliant	100% compliant	100% compliant
Socioecon. Disadv./Low Income Students	100%	100% compliant	100% compliant	100% compliant	100% compliant	100% compliant
Foster Youth *						
Students with Disabilities	100%	100% compliant	100% compliant	100% compliant	100% compliant	100% compliant
African American Students *						
Latino Students	100%	100% compliant	100% compliant	100% compliant	100% compliant	100% compliant

**Outcome #12:** All students will have access to educational supplies and materials that are aligned to the CCSS, NGSS, and other applicable state content standards.

**Metric/Method for Measuring:** Number of books and software licenses.

APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	100%	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials
English Learners	100%	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials
Socioecon. Disadv./Low Income Students	100%	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials
Foster Youth *						
Students with Disabilities	100%	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials
African American Students *						
Latino Students	100%	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials	100% of students will have access to standards-aligned materials

**Outcome #13:** All teachers will attend training on CCSS and ELD strategies to support EL students.

**Metric/Method for measuring:** Rate of teachers who attend trainings on CCSS.

APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	100%	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.
English Learners	100%	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.
Socioecon. Disadv./Low Income Students	100%	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.
Foster Youth *						

Students with Disabilities	100%	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.
African American Students *						
Latino Students	100%	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.	100% of teachers will be trained to implement CCSS.

**Outcome #14:** All students will have access to electives such as Art, Engineering and Coding, Science, and PE in addition to ELA and math during a school year.

**Metric/Method for measuring:** Number of students who had had access to identified courses.

APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	100%	100% of students will have access to elective courses.	100% of students will have access to elective courses.	100% of students will have access to elective courses.	100% of students will have access to elective courses.	100% of students will have access to elective courses.
English Learners	100%	100% of students will have access to elective courses.	100% of students will have access to elective courses.	100% of students will have access to elective courses.	100% of students will have access to elective courses.	100% of students will have access to elective courses.
Socioecon. Disadv./Low Income Students	100%	100% of students will have access to elective courses.	100% of students will have access to elective courses.	100% of students will have access to elective courses.	100% of students will have access to elective courses.	100% of students will have access to elective courses.
Foster Youth *						
Students with Disabilities	100%	100% of students will have access to elective courses.	100% of students will have access to elective courses.	100% of students will have access to elective courses.	100% of students will have access to elective courses.	100% of students will have access to elective courses.
African American Students *						
Latino Students	100%	100% of students will have access to elective courses.	100% of students will have access to elective courses.	100% of students will have access to elective courses.	100% of students will have access to elective courses.	100% of students will have access to elective courses.

**Outcome #15:** Ensure that our facility is at “good repair” or better as measured by SARC.

**Metric/Method for measuring:** SARC results

APPLICABLE STUDENT GROUPS	Baseline 2016-17	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
All Students (Schoolwide)	100%	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair

Foster Youth *	100%	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair
Socioecon. Disadv./Low Income Students	100%	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair
Foster Youth						
Students with Disabilities	100%	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair
African American Students *						
Latino Students	100%	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair	100% of students will have access to facilities maintained in good repair

\*subgroup not numerically significant at this time

\*\* The California Healthy Kids Survey does not collect this data

\*\*\* Data not available at this time

**KIPP LA’s Six Essential Questions**

Beyond the state priorities, the KIPP national network has developed Six Essential Questions to provide a yardstick by which to measure our progress, keep us focused as we grow, and most important, help us keep the promises we make to our students and their families.

The six essential questions that we use to help us set goals are as follows:

1. Are we serving the children who need us?
2. Are our students staying with us?
3. Are our students progressing and achieving academically?
4. Are our alumni climbing the mountain to and through college?
5. Are we building a sustainable people model?
6. Are we building a sustainable financial model?

KIPP LA Prep Academy sets specific and measurable goals aligned to each of our six essential questions. These goals are in alignment with our goals in the state priorities described above.

## Instructional Design

KIPP LA Prep offers a rigorous CCSS-based instructional program that will build the foundation to ensure our students' success in the future, by enabling and empowering them to become self-motivated, competent, life-long learners. The school's program will nurture well-rounded critical thinkers who love learning, while preparing them to master the CCSS through engaging in authentic work. Beyond enabling our students to perform at or above grade-level in English Language Arts and Mathematics, KIPP LA Prep will enable our students to become artists, scientists, authors, athletes, and agents of change who develop projects to impact the local and global community.

KIPP LA Prep's staffing model is designed to best serve the students that we teach in our building. For this reason, an emphasis is placed on hiring the most qualified teachers who will have the best results with our students. We will hold true to our promise of providing an excellent education for all students by maximizing the human capital in our building. KIPP LA Prep staff plan is outlined below in Figure 10.

Figure 10: KIPP LA Prep Staffing Plan

Team Member	Description
Grade Specific Teachers	Teachers will develop and teach curriculum, shape and contribute to school culture and ensure the success of each student.
1 Business Operations Manager ("BOM")	The BOM will support the School Leader in the day-to-day financial and operational activities of the school site. He/She will have a significant role in implementing organizational policies and procedures.
1 Office Manager	The Office Manager has a significant role in carrying out routines and procedures to support the efficiency of our school on a daily basis.
1 Dean	The Dean supports school culture, teaching and learning at the school. The Dean is the point of contact for parents and discipline and manages teachers to support their instructional practices.
1 Assistant School Leader	The Assistant School Leader is second in command to the School Leader. They manage teachers, serve as a point of contact to parents, students and even teachers. The Assistant School Leader sets the tone for the school culture and maintains the overall flow of the school.
1 School Leader	The School Leader will design the school vision, establish and maintain the academic program, school-wide goals, and school and staff culture. Additionally the School Leader will build community partnerships, set the direction for school policies, personal and fiscal management.



The true curriculum of KIPP LA Prep is the California Common Core Standards and mastery of these standards will be the primary focus of the school's instructional program.

When planning, teachers will think of how their instruction will meet the individual needs of students. They will plan how to incorporate different learning modalities and multiple intelligences informed by the work of Howard Gardner, psychologist and author of *Multiple Intelligences*, and social and emotional intelligence based on the work of Daniel Goleman, psychologist and author of *Emotional Intelligence*, into lesson plans. Further, the teachers will use a mixture of groupings during their instruction. At times they will utilize whole class instruction, while others they will use collaborative learning groups.

Strategic technological education is paramount to scholars gaining 21st Century skills that will prepare them for a competitive workforce and society. KIPP LA Prep has a 1:1 computer ratio, and provides high quality computer software programs that will prepare each to perform their best on the CAASSP.

Teachers will further differentiate instruction through modifications to the content, process, or product while ensuring they are providing the needed scaffolding to set their students up for success. The work of Carol Ann Tomlinson, author of *The Differentiated Classroom: Responding to the Needs of All Learners*, will be used to inform their differentiated instruction.

By utilizing the above teaching methodologies and building a professional library and resource base which will be incorporated into professional development, the teachers will address the varied needs of students and targeted student population in order for all students to meet and exceed the goals set forth in the charter.

## **Curriculum and Instruction**

As California shifted to the Common Core State Standards and the complexity, depth, and coherence (both vertical and horizontal) increased, KIPP LA recognized that the work that teachers engage in with regards to planning instruction had to change as well. Having moved away from teachers creating long-term, unit, and daily plans from scratch and towards the implementation of rigorous, CCSS-aligned, coherent curriculum, KIPP LA teachers have embraced "Studying is the New Planning." Teachers now focus their work on studying and annotating the robust teachers' guides and lesson plans (which in math, for example, are so high quality that they serve as professional development in and of itself) and then engaging in unit and lesson internalization processes both individually and in collaborative teams. By shifting from creation to internalization, teachers are able to focus on making thoughtful, intentional adjustments to the curricular plans in order to better meet the needs of their individual students while still implementing the curriculum with overall fidelity. The result of this is more student-centered, engaging lessons and the ability to ensure consistent rigor across classrooms and across the region. Teachers that do not implement a specific curriculum (due to having this flexibility based on exemplary student achievement results), they utilize the Understanding by Design planning framework in order to ensure that instruction is rooted in big ideas, enduring understandings, essential questions, and the different types of knowledge required by each standard and discipline.

Figure 11: Sample Curriculum

<p><b><u>English Language Arts</u></b></p>	<p>KIPP Wheatley, Fundamentals, Lucy Calkins’ Units of Study for Writing, Lucy Calkins’ Units of Study for Reading, Teacher’s College Readers/Writers Workshop Curricular Calendars, Fountas and Pinnell Leveled Literacy Intervention (LLI), Achieve3000, Accelerated Reader, Words Their Way, Compass Learning, Close Reading Toolkits (KIPP LA), Guided Reading Toolkits (KIPP LA),</p>
<p><b><u>Math</u></b></p>	<p>Bridges Math, Illustrative Math (Open Up), Cognitively Guided Instruction , Dreambox, ST Math, Compass Learning, Triumph Learning’s Waggle Math</p>
<p><b><u>Science</u></b></p>	<p>Amplify, Delta Full Option Science System, Houghton Mifflin California Science, Macmillan/McGraw-Hill California Science, Scott Foresman California Science</p>
<p><b><u>Social Studies</u></b></p>	<p>Taught through Read Alouds and teacher-created units, DBQ, and History Alive</p>

Each of these instructional programs was selected due to its comprehensive nature and alignment to the CCSS and NGSS. Each program includes teaching approaches to differentiate instruction, to meet the needs of English Learners, and to push accelerated students. Each program has been created by reputable publishers with a record of successful implementation with the student population KIPP LA Prep serves.

In addition to the materials listed above, KIPP LA Prep will incorporate standards-based online learning programs to supplement instruction in core subjects. Through rigorous and engaging online content such as (but not limited to) Compass Learning, ST Math, Accelerated Reader, and Achieve3000, students will be able to access individualized instruction at their level to practice what they’ve learned in class and strengthen their 21<sup>st</sup> century computer literacy skills through sustained daily usage of computer hardware and software. When selecting online learning content, the School Leader will consider academic rigor, student engagement, and program alignment to the CCSS and NGSS.

KIPP LA Prep will further enhance the programs by aligning and supplementing the curriculum based on assessment data and innovative strategies, such as an accelerated curriculum in the fifth grade level. In addition to the selected instructional programs, teachers will use a variety of supplemental materials and frameworks to reinforce and enhance mastery of the content standards as designed in the core subject scope and sequences provided in figure 12. Teachers will utilize supplemental resources that may include:

Figure 12: Supplemental Materials

Program/Supplemental Resource	California Content Standard Strand (the program/supplemental resource supports)
<p>Susana Dutro’s Focused Approach</p> <p>-Systematic ELD Instructional Units and Support Kit</p>	<ul style="list-style-type: none"> <li>-5-6 English Language Arts: Word Analysis, Fluency and Systematic Vocabulary Development</li> <li>-5-6 English Language Arts: Reading Comprehension</li> <li>-5-6 English Language Arts: Writing Applications</li> <li>-5-6 English Language Arts: Written Conventions</li> <li>-5-6 English Language Arts: Oral Language Conventions</li> <li>-English Language Development: Word Analysis</li> <li>-English Language Development: Fluency and Systematic Vocabulary Development</li> <li>-English Language Development: Reading Comprehension</li> <li>-English Language Development: Literary Response and Analysis</li> <li>-English Language Development: Writing Strategies</li> <li>-English Language Development: English-Language Conventions</li> </ul>
<p>Words Their Way</p>	<ul style="list-style-type: none"> <li>-5-8 English Language Arts: Word Analysis, Fluency and Systematic Vocabulary Development</li> <li>-English Language Development: Word Analysis</li> <li>-English Language Development: Fluency and Systematic Vocabulary Development</li> </ul>
<p>Fountas and Pinnell’s Guided Reading Model Leveled Literacy Intervention</p>	<ul style="list-style-type: none"> <li>-5-8 English Language Arts: Word Analysis, Fluency and Systematic Vocabulary Development</li> <li>-5-8 English Language Arts: Reading Comprehension</li> <li>-5-8 English Language Arts: Literary Response and Analysis</li> <li>-5-8 English Language Arts: Oral Language Conventions</li> <li>-English Language Development: Word Analysis</li> <li>-English Language Development: Fluency and Systematic Vocabulary Development</li> <li>-English Language Development: Reading Comprehension</li> <li>-English Language Development: Literary Response and Analysis</li> </ul>
<p>SpringBoard (ELA and Math)</p>	<ul style="list-style-type: none"> <li>-All 6-8 English Language Arts content standards strands</li> <li>-All 6-8 Mathematics content standards strands</li> </ul>
<p>Lucy Calkins Units of Study for Writing</p>	<ul style="list-style-type: none"> <li>-5-8 English Language Arts: Writing Strategies</li> <li>-5-8 English Language Arts: Writing Applications</li> <li>-5-8 English Language Arts: Written Conventions</li> <li>-English Language Development: Writing Strategies</li> <li>-English Language Development: English-Language Conventions</li> </ul>

Lucy Calkins Reader’s Workshop Model/Units of Study for Reading	<ul style="list-style-type: none"> <li>-5-8 English Language Arts: Word Analysis, Fluency and Systematic Vocabulary Development</li> <li>-5-8 English Language Arts: Reading Comprehension</li> <li>-5-8 English Language Arts: Literary Response and Analysis</li> <li>-English Language Development: Word Analysis</li> <li>-English Language Development: Fluency and Systematic Vocabulary Development</li> <li>-English Language Development: Reading Comprehension</li> <li>-English Language Development: Literary Response and Analysis</li> </ul>
English-Language Arts Content Standards for California Public Schools Framework	-All 5-8 English Language Arts content standards strands
English Language Development Content Standards for California Public Schools Framework	-All 5-8 English Language Development content standards strands
Mathematics Content Standards for California Public Schools Framework	-All 5-8 Mathematics content standards strands
Physical Education Model Content Standards for California Public Schools Framework	-All 5-8 Physical Education content standards strands
Visual and Performing Arts Content Standards for California Public Schools Framework	-All 5-8 Music and Visual Arts content standards strands
Science Content Standards for California Public Schools Framework	-All 5-8 Science content standards strands
History-Social Science Content Standards for California Public Schools Framework	-All 5-8 Social Studies content standards strands

## **Innovative Instructional Practices**

### **Core Areas of Instruction**

#### **English Language Arts and Writing**

Our approach to English Language Arts (ELA) reflects our commitment to develop students as enthusiastic readers, insightful writers, independent thinkers, thoughtful listeners, and effective communicators. Because many of our fifth graders enter 2-3 grade levels behind in reading, we place a strong early emphasis on reading proficiency, preparing them for success through intervention, tutoring, careful data monitoring, and strategic use of a tiered library. Students in grades 5 and 6 focus on close reading, using readers' and writers' workshops, modeling during direct instruction and then supporting students through small group work, one-on-one conferences, and independent practice. During readers' workshops, students are grouped homogeneously for guided reading at their instructional level, allowing teachers to adjust quickly to meet the needs of struggling students as well as continuing to challenge advanced readers. Students not meeting goals receive additional small group instruction from our intervention team. Because we focus so intently on differentiation, students have fewer barriers to success and, therefore, become more enthusiastic about their learning. When students enter upper school, our focus shifts from developing reading and writing skills to implementing those skills for deeper understanding. Our Common Core State Standards-aligned teacher created curricula allow students to deepen their investigations and hone their skills so that they can deeply analyze literary and nonfiction texts. Students become more active in their own learning, engaging with their peers through activities such as Socratic Seminars, debates, and peer revising. In all grades, teachers model and engender a love for reading that grows with our students to and through college. Students build on their ELA skills through social studies classes. Our humanities curriculum is based on the Common Core State Standards (CCSS) ELA nonfiction standards along with California History standards. By coupling these standard sets, students can continue to learn about complex historical and current events while simultaneously attaining mastery over the CCSS required nonfiction standards. Our students critically assess differing viewpoints, draw conclusions from primary texts, and demonstrate a genuine love for civic engagement. The strong humanities curriculum at Prep helps to bring history to life, prepares students for required courses in high school, and promotes lifelong involvement in community leadership.

In order to address the individual needs of students, we will use the following approaches to its ELA instruction. The components of the reading program are:

- **Read Aloud:** The teacher reads a text aloud and involves the students in what is read through comprehension activities. Students acquire and sharpen their listening and comprehension skills through this exercise. The teacher uses this time to model the application of reading skills.
- **Shared Reading:** The teachers and students work from a common text to study particular reading skills and strategies. Literature choices take into consideration themes across content areas, literature genres, and texts read and discussed at exemplary middle schools.

- Independent Reading: There is a time set aside each day for independent reading using a book selected by the student according to their independent reading level.
- Guided Reading: The teacher identifies a small group to deliver a focused reading lesson. Students read text at their reading level, answer reading comprehension questions, and respond in writing. Teacher conferences with students constantly while providing intensive reading instruction.
- Close Reading: Teachers and students will work from a common text to develop a deep and precise understanding of the text through thoughtful, critical analysis that can focus on details or patterns.

KIPP LA Prep sees writing as an essential component of both balanced literacy and college and career readiness. Thus, LA Prep teachers plan writing instruction with both the grade level content standards in mind and the Common Core anchor standards. Students receive writing instruction that is intimately woven with reading in ELA, social studies, and science, as they learn to cite textual evidence, make claims, and expound upon ideas born from their critical analysis of reading. Teachers develop students' craft as they guide them through writing expository, persuasive, and narrative. Sometimes this occurs in a workshop model, while other times the instruction is delivered in a more guided, directive manner, based on student need. The end goal of KIPP LA's writing instruction is for students to develop a love of the written word, their ability to think critically and express their ideas, and hone their communication skills to benefit their future educational, career, and life endeavors.

### **English language development**

KIPP LA Prep will comply with all applicable federal, state, and judicial mandates for English Learners ("EL"). Given the demographics of the Los Angeles Unified School District and the specific location of our school, we expect that a significant number of our students will continue to be classified as English Learners. The school is dedicated to providing these students with an exceptional education and transitioning them into English proficiency through the use of the school's services and teaching methods. All students who are identified as English Learners will take the CELDT each year by the end of October. The school also recognizes the importance of valuing students' native languages, and will reinforce an appreciation for the cultures, customs, and languages of all its students through the school's core curriculum, enrichment programs, and life-skills curriculum.

Based on a substantial research base proving the benefits of a structured English immersion program, KIPP LA Prep will implement a comprehensive structured immersion program, in every mainstream classroom, for its EL students. We aim for all of our students to leave the school proficient in the English language and with pride and support for their home language.

Teachers will use the English Language Development standards set forth by the California Department of Education, and in alignment with the Common Core State Standards, to assist in planning and assessing the progress of English Learners. Students of limited English proficiency will receive the same academic content as those students who are native English speakers in alignment with KIPP LA's English Learner Master Plan, which is immediately available upon request. All instruction

will be in English, except for the designated Spanish enrichment block; however, there may be times when primary language support will be provided to students.

Language acquisition is enhanced by exposing students to experiences in a variety of learning modalities (kinesthetic, auditory, and visual) that correspond to the subject matter and grade level curriculum, as well as providing structured, explicit language instruction. Teachers will use Specially Designed Academic Instruction in English strategies to enhance the English Language development of all of students. These strategies are also effective for English-only students, as they implement strong teaching techniques. When teaching using SDAIE strategies, teachers will organize the subject matter so that it is grade-level appropriate and cognitively demanding in the core curriculum. SDAIE provides (1) access to the core curriculum, (2) English language development, and (3) opportunities for social integration into the multicultural classroom community. Examples of utilizing SDAIE strategies include supporting verbal explanations with nonverbal cues and designing appropriate learning sequences, such as building upon prior knowledge.

In addition to SDAIE strategies, teachers will also provide students with differentiated explicit language instruction. Teachers will use the CCSS aligned English Language Development standards along with a forms and functions matrix, and an adapted model of Susana Dutro’s framework for a focused approach on language development, to design lessons that build academic language- both vocabulary and structure, provide fluency or language practice, and encourage students towards appropriately rigorous language outputs.

In addition to the structured English immersion modifications teachers will make in their mainstream classes within the extended day schedule, there will be ample time for additional intensive English language instruction during small group and workshop time. We will use proven methodologies including increased time for reading and math and individualized instruction for students who are acquiring English. Examples of instructional models that may be employed with EL students:

- Workshop models;
- Cooperative learning;
- Thematic teaching;
- Scaffolding instruction;
- Think/pair/share;
- Kinesthetic activities;
- Books on tape;
- Graphic organizers;
- Pre-teaching vocabulary;
- Labeling items in classrooms and school in different languages;

- Manipulatives;
- Jigsaw;
- Storytelling;
- Using culturally relevant materials;
- Repetition; and
- Modeling.

Beyond using the CELDT to monitor students' English language development, team members will use the CCSS English Language Arts Standards to monitor the levels at which students are performing in reading, listening, speaking, and writing. This information will particularly guide the teachers in differentiating instruction to adjust the levels of questioning for English Learners who are not progressing through the English language development levels. To further support students who are not progressing through the English language development levels, the following instructional strategies may be used to support these students in gaining higher levels of English proficiency:

Workshop focused on English Language development skills such as vocabulary development, oral language skills, comprehension skills;

1. Small group work to lower the affective filter and target specific areas of growth;
2. Using Instructional Assistants to target specific needs;
3. Increasing collaborative time to increase the amount of interaction spoken in English;
4. Pre-teaching content vocabulary and frontloading concepts;
5. Echo reading and choral reading;
6. Focusing on the development of Cognitive Academic Language Proficiency (CALP) beyond Basic Interpersonal Communicative Skills ("BICS");
7. Offering at-home development support;
8. Tutoring;
9. Using technology for literacy support that has proven successful with English Learners; and
10. Offering service-learning opportunities to increase real world experiences and personal connections.

We will monitor the effectiveness of the program through student performance on the CAASPP, norm-referenced assessments when applicable, CELDT test results, Title III Accountability Reports as applicable, internal benchmarks, and reclassification rates for all of KIPP LA Schools.



## **Mathematics**

LA Prep implements math curriculum that reflects the three Common Core shifts in mathematics: focus, coherence, and balanced rigor (a balance among conceptual understanding, procedural fluency, and application/problem solving). Our children benefit from student-centered mathematics that is focused not only on them mastering the grade level content standards, but equally as much on the 8 Standards for Mathematical Practice, so that our students learn to think and act like real life mathematicians. Mathematics at KIPP LA is research-based, with best practices including building procedural fluency from a foundation of conceptual understanding, teachers moving through the developmental continuum of engaging with new mathematics first concretely (with tools and manipulatives), then pictorially, and finally abstract (numbers and symbols), and always emphasizing visual models to represent mathematical ideas. KIPP LA recognizes collaboration and communication as essential components of mathematics instruction, so classrooms incorporate partner work, group work, and small group and whole class discourse as much as possible. Our ultimate goal is for our students to see mathematics as a joyful, creative process, and for them to engage in the discipline in a manner that hones their critical thinking skills and ability to collaboratively problem solve in the ways that the jobs of the future will require of them.

## **Science**

Our approach to science education begins with the natural curiosity of children. We guide them through the steps of scientific inquiry and engineering practices to shape students into citizens who embrace a thorough understanding of the world around them. Faculty members guide students' wonder with the framework provided by the Next Generation Science Standards and the California Science Content Standards. We begin with questioning and exploration, leading students to genuine investigation and analysis of data, and culminating in data-based conclusions. Each science course is designed to support close reading of nonfiction texts, blended learning, hands-on and project-based instruction, field lessons, and science and engineering fair exhibitions. Fifth graders take a survey course that encompasses all science disciplines. As students progress from sixth grade to eighth grade, they develop deeper understanding of specific domains: Earth Science in sixth grade, Life Science in seventh, and Physical Science in eighth. As they progress towards greater depth, the level of laboratory investigation develops in complexity to include student directed activities with student design and autonomy.

## **History - Social Studies**

In order to become agents of change who will positively impact the community, developing a strong sense of history and social, economic, and political trends over time is essential. Students develop their historical and social sciences analysis skills through developing the following intellectual, reasoning, reflection, and research skills: chronological and spatial thinking, research, evidence, point of view, and historical interpretation. Lesson plans will be developed with an eye towards mastery of the California Content Standards in Social Studies.

Social studies instruction utilizes a textbook-based approach combined with exploration using realia, primary and secondary resources, as well as watching media clips that bring certain topics to life for the students. Students have the opportunity to conduct research and seek resources to deepen their knowledge based on a particular topic. Based on assessment data, the

teachers may elect to modify the pacing or supplement the chosen curriculum as needed. The teachers work collaboratively to order the curriculum for connections to be made across the disciplines.

In accordance with the California State Content Standards for History-Social Studies, the curriculum for 5<sup>th</sup> through 8<sup>th</sup> grades will be organized around the broad topics listed below by grade level (and based on the titles of the selected History Alive texts). Encompassed within the broad theme for each grade are all state standards that build upon prior knowledge, intertwine geography instruction, and deepen student's understanding of our world and how it has come to be. Outlined below are the broad instructional themes for each grade level. As an example for how history and geography standards blend, 5<sup>th</sup> grade provides a single truncated example of a standard to be taught:

- Fifth grade: United States and Geography: The Making of a Nation
- Sixth grade: World History and Geography: Ancient World – Ancient Civilizations
- Seventh grade: World History and Geography: Medieval History
- Eighth grade: United States History and Geography: Growth and Conflict

### **Non-Core Areas of Instruction**

#### **World Languages, Art & Music**

To fulfill the whole child focus of KIPP LA Prep, our program expands beyond the core curriculum to include language, visual and performing arts, physical education, and technology. We believe that successful students hold onto their roots. Therefore, all students have the opportunity to participate in a Spanish course to develop a greater sense of cultural awareness and fluency. Students acquire and practice Spanish skills for four days per week using curriculum based on the California World Language Content Standards and Common Core standards for ELA. Our visual and performing arts programs are taught by recognized experts in their fields and include incredible choices for students. Visual arts offerings include 3D construction, painting, photography, digital design, and drawing. Lower school students participate once per week; 7th and 8th graders three times per week. Our visual arts program is recognized by the National Endowment of the Arts, is part of the National Junior Art Honor Society, and partners internationally with organizations such as Roarocket, a community and arts-centered skateboard company. Visual arts supports all core subjects. By fusing arts with core content such as literature and math, we support our students in acquiring academic and art skills. While students gain confidence in their artistic abilities and sense of belonging among other passionate artists, they develop the leadership skills required in the administration of clubs, such as the Audio-Visual club and Art Alley exhibition team, which is responsible for creating public art displays such as the Museum of KIPP Art exhibition, Dias de Los Muertos exhibits in downtown Los Angeles, and murals for the local YMCA. Our performing arts course offerings are also diverse, including choir, modern band, and orchestra. Performing Arts programming is offered to 5th and 6th graders one class per week and to 7th and 8th graders three times per week. As students develop mastery of their instrument or voice, they gain procedural and fine motor skills,

learn to communicate through music, improvise, and learn the basics of music theory. Students showcase their talents at school and community venues, such as the House of Blues in Los Angeles and at the Grammy Museum.

### **Electives**

Every Prepster participates in student-selected enrichment courses for four days out of the week. Courses range from an award-winning cheer team, LEGO Robotics, Mock Trial, KIPP Runs, Folklorico dance, choir, chess, and 22 other diverse opportunities. Through participating in enrichment courses, students develop new passions and share their experiences with the community.

### **Technology**

The program that permeates all curriculum areas is technology. Prep students develop digital citizenship every day through the use of Google Classroom, an online platform where students compose, revise, and submit writing, share resources, and communicate with their peers in a teacher-facilitated and monitored manner. In addition to Google Classroom, all students regularly access Illuminate Education, a web data management system through which students complete computerized, SBAC-aligned assessments and where students and parents can access grades. Students are held accountable to challenging personal reading goals through the Accelerated Reader Program, which allows students to select appropriate level books and to complete reading comprehension assessments. Students in fifth grade utilize blended math instruction with ST math, a personalized online tool that allows students to increase their mathematical mastery. Sixth, seventh, and eighth graders frequently access Khan Academy. In addition to math programming, Prepsters also use Lexia and Reading Plus, research-supported programs that increase fundamental literacy skills through personalized learning. Every classroom is equipped with projectors and document cameras to make instruction more accessible and engaging to all students. Prepsters also have the opportunity to hone specific technological skills through the use of 3D printers, LEGO coding software and robotics, and filmmaking and photography software.

### **Physical Education**

Physical education classes develops students' motor skills while promoting the good health habits that will have a positive effect on students' well-being. In addition, students develop sportsmanship and teamwork skills.

The program is organized in accordance with the California content standards in Physical Education at each grade level, following these overarching standards:

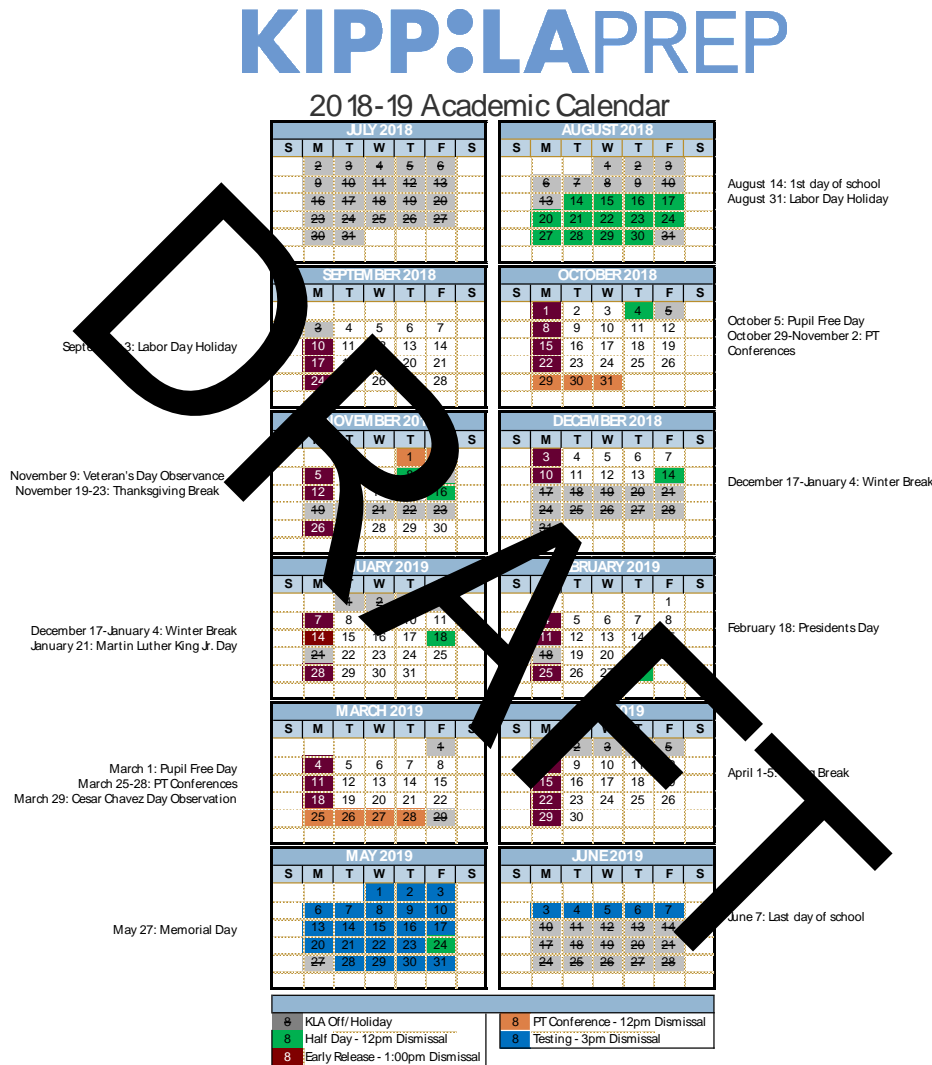
- Standard 1: Students demonstrate the motor skills and movement patterns needed to perform a variety of physical activities.
- Standard 2: Students demonstrate knowledge of movement concepts, principles, and strategies that apply to the learning and performance of physical activities.
- Standard 3: Students assess and maintain a level of physical fitness to improve health and performance.

- Standard 4: Students demonstrate knowledge of physical fitness concepts, principles, and strategies to improve health and performance.
- Standard 5: Students demonstrate and utilize knowledge of psychological and sociological concepts, principles, and strategies that apply to the learning and performance of physical activity.

**Academic Calendar**

KIPP LA Prep’s school year is similar to a traditional single-track calendar with 180 instructional days<sup>6</sup> for all students.

Figure 13: sample Academic Calendar



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<sup>6</sup> Projected instructional minutes calculated here are based on the tentative 180-day calendar. KIPP LA Schools reserves the right to reduce the school year to 175 instructional days. KIPP Academy of Opportunity will submit a finalized Calendar of Reports to the District prior to the beginning of each school year.

Figure 14: Instructional Minutes

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	Testing Days	Number of Instr. Minutes Per Other Day	Total Number of Instr. Days	Minutes Req by State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/Below State Req
TK/K	N												
1	N												
2	N												
3	N												
4	N												
5	Y	95	405	28	285	36	255	21	343	180	54000	62838	8838
6	Y	95	349	28	285	36	255	21	335	180	54000	57350	3350
7	Y	95	367	28	265	36	255	21	343	180	54000	58668	4668
8	Y	95	405	28	265	36	255	21	335	180	54000	62130	8130
9	N												
10	N												
11	N												
12	N												

As shown all students in grades 5 through 8 will receive:

Instruction for at least 57,350 minutes per year:

- 95 Regular School Days, including supplemental time, totaling at least 349 instructional minutes/day
- 28 Early Dismissal/Professional Development Days, totaling at least 265 instructional minutes/day
- 36 Minimum Days, totaling at least 255 minutes/day
- 21 Testing Days, totaling at least 335 instructional minutes/day

**Instructional Day**

More time is central to the success of KIPP LA Prep. Students attend school Tuesday through Friday from 7:30 AM - 3:00 PM daily with supplemental time from 3:00 - 4:00 PM. On Mondays students have a shortened schedule and are released earlier.

Students also can participate in supplementary Saturday school and summer school programs when they are made available by the teacher. The additional time enables our students to achieve remarkable academic and social progress. KIPP LA Prep assures that it will offer, at a minimum, the number of instructional minutes set forth in Education Code 47612.5 for grades 5-8.

Below is a sample schedule for grades 5-8. This schedule is the same schedule every day, except for Mondays when each class is shortened to allow for professional development to occur among the staff. Because we value the need for literacy across all grade levels, English-Language Arts is divided into separate writing and reading classes where both teachers work collaboratively to address the needs of the students.

Figures 15: Sample weekly schedules

Regular Schedule			
Start	End	CSULB	MINUTES
7:30	7:35	HR	5
7:35	8:05	READING	30
8:08	9:15	SCIENCE	67
9:18	10:26	MATH	68
10:29	11:37	SOCIAL SCIENCE	68
11:37	12:17	LUNCH	40
12:17	13:46	PE	89
13:49	15:00	ENGLISH	71
15:03	16:00	ENRICHMENT	57

Early Release			
Start	End	USC	MINUTES
7:30	7:35	HR	5
7:35	8:05	READING	30
8:08	8:58	ELA	50
9:01	9:51	PRE-ALGEBRA	50
9:54	10:44	HUMANITIES	50
10:47	11:37	ELECTIVE	50
11:40	12:30	SCIENCE	50
12:30	13:00	LUNCH	30

Other Day Schedule			
Start	End	Dartmouth	MINUTES
7:30	7:40	HR	10
7:43	8:37	MATH	54
8:40	9:34	SCIENCE	54
9:37	10:30	ELA (Austin)	53
10:33	12:02	PE	89
12:02	12:32	LUNCH	30
12:35	13:29	ELA (Austin)	54
13:31	14:00	READING	29
14:03	15:00	ENRICHMENT	57

Minimum Day			
Start	End	CSULA	MINUTES
7:30	7:35	HR	5
7:35	8:00	READING	25
8:03	8:48	ENGLISH	45
8:51	9:36	ART	45
9:39	10:24	SCIENCE	45
10:27	11:12	MATH	45
11:15	12:00	HUMANITIES	45

In order to best meet the needs of our newest students, KIPP LA Prep may elect to organize the instructional day with paired teachers focusing on a particular subjects. For example in fifth grade two teachers may teach English-Language Arts and social studies and the other two may teach math and science, allowing them to specialize.



Below, figure 16 shows a sample comprehensive course table that shows all course offering for all grades to be served.

Subject Area	5th grade	6th grade	7th grade	8th grade
English Language Arts	English 5	English 6	English 7	English 8
History -Social Studies	Social Studies 5	Social Studies 6	World Civilizations	U.S. History
Mathematics	Math 5	Math 6	Pre-Algebra	Algebra Geometry Algebra II
Science	Science 5	Science 6	Science 7	Science 8
Physical Education	Physical Education 5	Physical Education 6	Physical Education 7	Physical Education 8
Electives	Art such as: Fundamentals of Music	Art such as: Fundamentals of Music  Concert Band Modern Band	Art such as: Mixed Media Dance  Modern Band Advanced Art	Art such as: Mixed Media Dance  Modern Art Advanced Art

### **Professional Development**

We believe that having high quality teachers drives excellent student outcomes. As a result, we view teacher professional development (“PD”) as a critical component to the success of our program. As a team, we determine the most high-priority PD topics for the year with a consistent focus on literacy, problem solving, and teaching the whole child. No matter what the year or focus, we always emphasize that our teachers are experts, celebrating the strengths we have on campus. Our approach to professional development is two-pronged: for teachers who are already experts in the classroom, we ask that they become further experts in our target areas for the year. For teachers who need individualized development, we rely on their personal evaluations to determine which PD experiences will benefit them and their students the most. Advanced teachers attend PD in topics such as implementing English language Development or Lesson/Unit Internalization. When they return, they disseminate best practices to reach the greatest number of students. Because data revealed that students were struggling as readers and writers, we sent two teachers to The Reading and Writing Project at Columbia University’s Teachers College. These teachers spread their new knowledge and strategies. Since implementing these strategies in 2011, student reading data has shown improvement. Math teachers attended conferences given by College Preparatory Math (“CPM”) and the National Council for Teachers of Mathematics, resulting in more cooperative learning opportunities for students. Coaches attended Jim Knight’s Instructional Coaching Seminar and brought back key strategies, such as partnership feedback, to share

with all managers on campus. We know that developing staff is the best way to increase student achievement. When the 8th grade ELA teacher needed additional approaches to teaching close reading, we identified PD opportunities for her to attend. Her students later outscored the entire district on the end-of-year SBAC assessment. When our fifth grade math teacher struggled with helping students develop number sense, we provided the necessary PD. When we identify a weakness, we quickly remedy it through our professional development decisions

In their relationships with managers, teachers feel supported. Through the use of the KIPP Framework for Excellence in Teaching (“KFET”), teachers routinely survey their skills and weaknesses to develop goals furthering their own growth. In September, each teacher determines year-long goals that will serve as the foundation for their performance evaluations and classroom observations throughout the year. With a midyear and end-of-year recalibration of these goals, teachers are able to prove growth and hone skills in a continuous, supportive manner.

Professional development is structured through school-wide team, content and grade level professional development, and differentiated meetings. Staff meetings are a place for sharing announcements, conducting team-building exercises, and making sure teachers are operationally developed. Here, teachers may learn how to use clickers in the classroom or input data in an electronic system.

School-wide professional development is a chance for the School Leader and teachers to address instructional trends going on in the classroom and ways in which the students can be better served. Topics may include improving check for understandings, incorporating literacy across all contents, or enhancing differentiation for English Learners.

Finally, differentiated meetings are content-level and grade-level department meetings that each happen once a month. Those will occur after the weekly school-wide meetings. In content meetings, teachers in the same content area meet to review each other’s assessments and provide instructional support. As a content group, they will also have several opportunities throughout the school year to conduct excellent school visits in an effort to improve their instructional practices for their students.

Grade-level department meetings led by the Grade Level Chair provide teachers with an opportunity to solidify logistics for the team, discuss the needs and academic progress of individual students, and implement school-wide systems.

Another integral component of professional development is the observation-debrief cycle (coaching cycle). The Leadership Team will formally observe teachers. Following the observation, the Leadership Team and teacher will discuss student learning based on student data and notes from the observation. Teachers will also be empowered to observe and provide feedback to their colleagues. These observations will allow the School Leader and teachers to notice instructional and cultural trends across the school. This one-on-one professional development will cultivate a profound desire in teachers to continue to improve their craft so their students can achieve.

The SPED department is a regional team and all SPED teachers are regional staff. Therefore, all the training they receive would be at the regional level. In the past, the KIPP LA regional office has provided the following trainings for SPED:

SpEd 101

Accommodated Testing

Differentiation of GE Lessons

Progress Monitoring and Tracking

Welligent Tracker Training

SpEd: Data Analysis

SpEd Case Management Part 1 & 2

IEP Goal tracking

Deescalation Strategies

SpEd Focused Leadership

Intro to Trauma

Phonological Approach in Speech

Present Levels of Performance

504 Designee Training

Figure 17: Sample Professional Development Training

Date	Topic / Notes:
8/21	Restorative Practices (look at referrals data)
8/28	First Week Review
9/4	Labor Day
9/11	Logistics
9/18	Illuminate Day
9/25	Student Engagement (Reading / Video / Discussion)
10/2	Logistics
10/9	Student Engagement (Reading / Video / Discussion)
10/16	Student Engagement (Reading / Video / Discussion)
10/23	Illuminate Day
10/30	12 pm dismissal Day (Parent Conferences)

Date	Topic / Notes:
11/6	Logistics
11/13	Top Chef
11/20	Regional PD (Thanksgiving Week)
11/27	Illuminate Day
12/4	Student Engagement (Reading / Video / Discussion)
12/11	Logistics
1/8	Classroom Work Time Student Engagement (Reading / Video / Discussion)
1/15	HOLIDAY - MLK Day
1/22	Illuminate Day
1/29	Logistics
2/5	Student Engagement (Reading / Video / Discussion)
2/12	Student Engagement (Reading / Video / Discussion)
2/19	Holiday
2/26	Illuminate Day
3/5	Logistics
3/12	Student Engagement (Reading / Video / Discussion)
3/19	Student Engagement (Reading / Video / Discussion)
3/26	Spring Break
4/2	Regional PD
4/9	Illuminate Day
4/16	Parent Conferences (12pm dismissal)
4/23	Teacher Appreciation
4/30	Day before SBAC , Logistics
5/7	Student Engagement (Reading / Video / Discussion)
5/14	Student Engagement (Reading / Video / Discussion)
5/21	(EOY for 7th grade)

Date	Topic / Notes:
5/28	Holiday
6/4	Minimum Day (12 pm dismissal)
6/11	Regional PD

**Team Recruitment**

Team selection is a crucial aspect of KIPP LA Prep. The goal of the process will be to find qualified candidates and hire staff that have developed cultural competency, have at least two years of successful teaching experience in an under-resourced community, have exemplary student achievement results and are qualified to deliver the proposed instructional program. Also, they must have strong and positive recommendations, evidence of strong connections with students and their families, must be team players, flexible, smart, community service oriented, embody and exemplify the values of the school, and be committed to the vision and mission of KIPP LA Prep.

Staff recruitment happens via a series of methods. KIPP LA recruits teachers at teacher hiring events, education conferences, and special KIPP LA recruitment events. Additionally, KIPP LA advertises teacher openings on college and university job boards, as well as other education-related job boards. KIPP LA’s Associate Director for Teaching & Leadership Support leads these recruitment efforts in conjunction with the School Leader. All candidates for teaching positions will undergo a four-step process to ensure they are not only a fit for KIPP LA Prep, but also to ensure that KIPP LA Prep is a fit for them. The four steps are an online application, a submission of written materials, a phone interview, and an in-person interview day, which consists of a panel interview with school stakeholders and a model teaching observation. In addition, we will contact at least two references for each candidate. This process will be open to others who will work closely with the candidate. Ideally, the panel will be comprised of a diverse group to gain insight into the candidate’s perceptions and how they interact with and feel about people from different backgrounds. In cases where the School Leader is unable to visit a candidate’s classroom, for example a candidate who lives out of state, a candidate may submit a video.

For non-teaching positions, candidates will complete an online application and pre-interview questions before moving forward to interview with the School Leader, and if needed interview with a panel. In addition, a detailed reference check will also be completed. The School Leader will make all final hiring decisions for the non-instructional staff.

## **Staff Recruitment Strategies**

In order to seek out a diverse pool of the best candidates, a strategic recruitment plan will be implemented. Some of the strategies that will be used are outlined below.

- KIPP Teach: Open positions will be posted on KIPP LA’s website in which interested candidates can apply online. They apply through a program call Quickbase.
- KIPP LA Prep website: The website includes the school’s vision, mission, goals, and values. In addition, information on KIPP such as history, network success, and Five Pillars will be included. The job descriptions will be posted as well as contact information and information on how to apply. Interested candidates can submit applications for positions online.
- Schools of Education at Loyola Marymount University, USC, Cal State LA, Cal State Dominguez Hills, and UCLA.
- Teach for America: The Teach for America Office of Career and Civic Opportunities provides many services that assist with finding quality candidates who are mission aligned with KIPP which will be accessed. For example, the office offers a free web-based job posting and sends out a monthly teaching e-mail blast that reaches over 20,000 Teach For America corps members and alumni which lists featured job opportunities. A posting for KIPP LA Prep will be placed on both of these resources. Further, the office collects resume books that will be accessed to seek out quality candidates. KIPP LA Prep will also be represented at career fairs and other similar opportunities to find candidates.
- Established current contacts: The School Leader and other KIPP LA staff will reach out to colleagues who may know high quality teachers looking for positions. The School Leader will also leverage contacts already developed by KIPP LA Schools.

## **Meeting the Needs of all Students**

### **English Learners**

The Charter School will meet all applicable legal requirements for English Learners as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, re-classification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

The school is dedicated to providing these students with an exceptional education and transitioning them into English Proficiency through the use of the school’s services and teaching methods. The school also recognizes the importance of valuing students’ native languages, and reinforces an appreciation for the cultures, customs, and languages of all its students through the school’s core curriculum, enrichment programs, and life-skills curriculum.

### **Home Language Survey**

The Charter School will administer the home language survey upon a student's initial enrollment into the Charter School (on enrollment forms).

### **ELPAC Testing**

All students who indicate that their home language is other than English will be California English Language Development Test tested within thirty days of initial enrollment and at least annually until re-designated as fluent English proficient.

The Charter School will notify all parents of its responsibility for ELPAC testing and of ELPAC results within thirty days of receiving results from publisher. The ELPAC shall be used to fulfill the requirements under the Elementary and Secondary Education Act for annual English proficiency testing.

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

KIPP LA Schools will comply with all federal, state, and judicial mandates for English Learners. Given the demographics of the Los Angeles Unified School District, KIPP LA Schools expects that a significant number of our students will be classified as English Learners. The school is dedicated to providing these students with an exceptional education and transitioning them into English proficiency through the use of the school's services and teaching methods. KIPP LA Schools will administer California's state English language proficiency (ELP) assessment to all eligible students. Students who are entering their first year into a US public school will take the initial assessment, additionally all identified English Learners students will take the annual assessment. The California Department of Education (CDE) is transitioning from the CELDT to the ELPAC as the state ELP assessment by 2018. The school also recognizes the importance of valuing students' native languages, and reinforces an appreciation for the cultures, customs, and languages of all its students through the school's core curriculum, enrichment programs, elective course offerings and character building curriculum.

Based on a substantial research base proving the benefits of both an Integrated and Designated English Language Development (ELD) program, KIPP LA Schools will implement a comprehensive ELD program, that primarily uses an Integrated ELD (iELD) approach supplemented by a Designated ELD (dELD) approach in each classroom with English Learner students. It is the goal of KIPP LA Schools that all of its students will leave the school proficient in the English language and with pride and support for their home language.

Teachers at KIPP LA Schools will use the English Language Development standards set forth by the California Department of Education, and in alignment with the Common Core State Standards, to assist in planning and assessing the progress of English Learners. Students of limited English proficiency will receive the same academic content as those students who are native English speakers. All instruction will be in English; however, there may be times when primary language support will be provided to students. Language acquisition is enhanced by exposing students to experiences in a variety of learning modalities (kinesthetic, auditory, and visual) that correspond to the subject matter and grade level curriculum as well as providing structured, explicit language instruction (e.g. explicit instruction in Tier 2 and 3 vocabulary words related to the content) and supports (e.g. sentence frames to support writing and speaking related to the content). Teachers will use Specially Designed Academic Instruction in English (SDAIE) strategies to enhance the English Language development of all of students. These strategies are also effective for English only students, as they implement strong teaching techniques. When teaching using SDAIE strategies, teachers will organize the subject matter so that it is grade level appropriate and cognitively demanding in the core curriculum. SDAIE provides (1) access to the core curriculum, (2) English language development, and (3) opportunities for social integration into the multicultural classroom community. Examples of utilizing SDAIE strategies include supporting verbal explanations with nonverbal cues and designing appropriate learning sequences, such as building upon prior knowledge. In addition to SDAIE strategies, teachers will also provide students with differentiated explicit language instruction. Teachers will use the Common Core aligned English Language Development standards along with a forms and functions matrix, and an adapted model of Susana Dutro’s framework for a focused approach on language development, to design lessons that build academic language- both vocabulary and structure, provide fluency or language practice, and encourage students towards appropriately rigorous language outputs.

Examples of instructional models that may be employed with EL students at KIPP LA Schools:

- Workshop models in literacy, which allows for students to receive consistent language and literacy instruction at their specific levels
- Cooperative learning during the majority of math, ELA and science lessons
- Thematic teaching in ELA, social studies and science
- Scaffolding instruction using EL supports embedded in adopted content curricula’s teacher’s guides, as well as additional teacher-created scaffolds
- Think/pair/share



- Sentence frames
- Word walls
- Sufficient wait-time following posed questions
- Kinesthetic activities
- Audio books
- Graphic organizers
- Pre-teaching vocabulary
- Labeling items in classrooms and school in different languages
- Using manipulatives in math and science to foster conceptual and linguistic understanding
- Storytelling
- Using culturally relevant materials
- Strategic repetition and rephrasing of questions
- Explicit modeling of correct written and spoken English
- Providing ELs with visual and verbal cues when called on in class

Beyond using the California’s ELP assessment to monitor students’ English language development, KIPP LA Schools team members will use the Common Core English Language Arts Standards to monitor the levels at which students are performing in reading, listening, speaking, and writing. This information will particularly guide the teachers in differentiating instruction in order to adjust the levels of questioning for English Learners who are not progressing through the English language development levels. KIPP LA will regularly analyze subgroup data to track English Learners’ progress related to their English proficient peers, in order to monitor and trigger additional interventions when needed. To further support students who are not progressing through the English language development levels, the following instructional strategies may be used to support these students in gaining higher levels of English proficiency:

- Workshop focused on English Language development skills such as vocabulary development, oral language skills, comprehension skills
- Small group work to lower the affective filter and target specific areas of growth
- Use instructional assistants, apprentice teachers, intervention teachers and school leaders to target specific needs
- Increase collaborative time to increase the amount of interaction spoken in English
- Pre-teach content vocabulary and frontloading concepts

- Echo reading and choral reading
- Focus on the development of Cognitive Academic Language Proficiency (CALP) beyond Basic Interpersonal Communicative Skills (BICS)
- Offer at-home development support through family literacy workshops
- One-on-one tutoring
- Use technology for literacy support that has proven successful with English Learners
- Offer service-learning opportunities or field lessons to increase real world experiences and personal connections

In addition to the Integrated ELD approach in classrooms with EL students, KIPP LA Schools uses an extended day schedule where ample time, if necessary, can be used for Designated ELD instruction (dELD). As stated in the California Framework for English Language Development, dELD has a strong emphasis on oral language development in actively engaging collaborative discussions. During the school day, teachers use designated time to support all learners during small group instruction, workshops and reteach time. Additionally, during these strategic designated times throughout a school week, teachers will work with EL students one-on-one or in small groups to focus on targeted ELD standards based upon their present levels of performance in English. Groupings of students are highly dynamic to meet the needs of English Learners in addition to the number of ELs within the school. Per the California Framework for English Language Development and English Language Arts, the guidance on the general stages of English language development (native language → emerging → expanding → bridging → lifelong language learners) are described as a complex and multilayered process that does not necessarily occur in a linear fashion. During the dELD time, teachers focus on:

- Intellectual Quality: Students are provided with intellectually motivating, challenging, and purposeful tasks, along with support to meet the tasks.
- Academic English Focus: Students' proficiency with academic English and literacy in the content areas, as described in the CA ELD Standards, the CA CCSS for ELA / Literacy, and other content standards, is the main focus of instruction.
- Extended Language Interaction: Extended language interaction between students, including ample opportunities for students to communicate in meaningful ways using English, is central. Opportunities for listening or viewing and speaking or signing are thoughtfully planned and not left to chance. As students progress along the ELD continuum, these activities also increase in sophistication.

- **Focus on Meaning:** Instruction predominantly focuses on meaning, connecting to the language demands of ELA and other content areas, and identifies the language of texts and tasks critical for understanding meaning.
- **Focus on Forms:** Congruent with the focus on meaning, instruction explicitly focuses on learning about how English works based on purpose, audience, topic, and text type. This includes attention to the discourse practices, text organization, grammatical structures, and vocabulary that enable individuals to make meaning as members of discourse communities.
- **Planned and Sequenced Events:** Lessons and units are carefully planned and sequenced to strategically build language proficiency along with content knowledge.
- **Scaffolding:** Teachers contextualize language instruction, build on background knowledge, and provide appropriate levels of scaffolding based on individual differences and needs. Scaffolding is both planned in advance and provided just in time.
- **Clear Lesson Objectives:** Lessons are designed using the CA ELD Standards as the primary standards and are grounded in appropriate content standards.
- **Corrective Feedback:** Teachers provide students with judiciously selected corrective feedback on language usage in ways that are transparent and meaningful to students. Over correction or arbitrary corrective feedback is avoided.
- **Formative Assessment Practices:** Teachers frequently monitor student progress through informal observations and ongoing formative assessment practices; they analyze student writing, work samples, and oral language production to prioritize student instructional needs.

KIPP LA Schools will monitor the effectiveness of the program through student performance on the California Assessment of Student Performance and Progress (CAASPP) Reports, norm-referenced assessments when applicable, ELP test results, CA Dashboard reports as applicable, internal benchmarks, and reclassification rates for all of KIPP LA Schools.

## Reclassification

Based on the reclassification procedures developed by the California Department of Education (CDE) and set forth in Education Code Section 313(d), KIPP LA shall utilize multiple criteria in determining whether to reclassify a pupil as proficient in English, including, but not limited to, all of the following:

- Assessment of language proficiency using an objective assessment instrument, including, but not limited to, the English language development test pursuant to Section 60810 of the Education Code:

- The student must demonstrate English proficiency on the annual ELPAC by achievement an overall performance level of 4 or 5 with skill area scores of 3 or higher.

- Comparison of the student's performance in basic skills against an empirically established range of the performance of English proficient students of the same age in basic skills, that demonstrates whether the student is sufficiently proficient in English to participate effectively in curriculum designed for students of the same age whose native language is English.

Basic skills criteria for students in grades 3 and above include:

- A student's score on the CAASPP for English Language Arts is a 3 (standards met) or higher, which is considered to be at least basic grade level performance. This score suggests that the pupil may be sufficiently prepared to participate effectively in the curriculum and should be considered for reclassification.

- For students scoring below 3 on the CAASPP, KIPP LA in accordance with criteria set by the school district, should attempt to determine whether factors other than English Language proficiency are responsible for low performance on the state assessment for English Language and whether it is reasonable to reclassify the students.

- Students in grades K-2 are not eligible for reclassification.

- Teacher evaluation, including, but not limited to, a review of the pupils curriculum mastery:

- KIPP LA teachers will use student academic performance in core subject areas to inform the reclassification process.

- KIPP LA teachers understand and note that incurred deficits in motivation and academic success unrelated to English Language proficiency do not preclude a student from reclassification.

- For 6<sup>th</sup> – 8<sup>th</sup> grade only: a grade of C or better in English language Arts required for reclassification.

- Parental opinion and consultation:

- KIPP LA will provide notice to parents or guardians of their rights and encourage them to participate in the reclassification process.
- KIPP LA will provide an opportunity for a face-to-face meeting with parents and guardians to discuss the reclassification process.

KIPP LA will notify parents and guardians of reclassification, update the school records, as well as monitor the student's progress for two years.

### **Monitoring and Evaluation of Program Effectiveness**

The Charter School evaluates the effectiveness of its education program for ELs by:

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

### **Academically High Achieving (Gifted and Talented) Students**

As all students are challenged to reach their intellectual potential within the instructional program, KIPP LA Prep does not offer a formal, separate gifted and talented education (GATE) program. Throughout the day, the staff may differentiate instruction based upon the individual needs of the students and will provide an opportunity to excel for those students who are achieving at high levels or demonstrate a specific ability or talent, as identified through student data or evidence of a pupil's capacity. Teachers will differentiate in the forms of acceleration, depth, complexity, and novelty and will differentiate the process, content, or product to meet the needs of gifted and talented students. Examples of instructional models that may be employed with gifted and talented students are:

- Project-based learning opportunities
- Accelerated technological instructional programs
- Comprehensive experiential learning opportunities to enhance and supplement the curriculum

- Differentiated curriculum that promotes inquiry, self-directed learning, discussion, debate, metacognition, and other appropriate modes of learning (as proposed in the *Recommended Standards for Programs for Gifted and Talented Students*, published by the California Department of Education)

By using assessment information to monitor students' progress, teachers will be able to make the necessary modifications and adjustments to best support students. Teachers will utilize workshop time, as well as differentiated choices for gifted and talented students throughout the day to support them in continual growth. All students will be valued for their individualism and their interests and passions will be cultivated. Further, the teachers will work together to develop plans to best support students in driving forward their academic achievement and pursuits in relation to the students' learning profiles and specific talents. In order to ensure that the needs of all students are being met, the staff will utilize the Student Success Team process for students who have been identified as consistently achieving well above the norms (as measured by formative, summative, and standardized testing) just as they would use the process for identifying students who struggle. [Refer to following section for more details on the composition of the SST.]

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

Students who are performing below grade level in each of the content areas as measured by informal and formal classroom assessments will receive individual and small group instruction to target their individual needs. During whole class instruction, the teacher may differentiate instruction based upon students' needs, interests, readiness, and learning profile. In addition, other types of instructional support that KIPP LA Prep may utilize to support students achieving below grade level include:

- Small group, targeted instruction utilizing student's' individualized academic data in order to design and execute scaffolded lessons in order for students to achieve incremental growth towards overall proficiency targets
- Small group guided reading and writing lessons targeting specific skills that students need additional support mastering; data from reading and writing benchmark assessments and running records will determine specific grouping models
- One-on-one conferring sessions between teachers and students in which teachers provide real-time, specific, targeted feedback to students in order for struggling students to strategize next steps towards instructional proficiency.
- More instructional time incorporated into the daily schedule and academic year in order to increase learning opportunities and supplemental curriculum for students needed additional academic instruction and tutorials (including, but not limited to, summer programming)
- Pre-teaching, re-teaching and spiraling standards, as evidenced by instructional scope and sequence, unit plans, and daily lesson plans, in order for students to have multiple opportunities to access each of the standards
- Use of technology to enhance and supplement the existing curriculum, using student data to create individualized technological instructional programming to meet the needs of *all* students
- Providing tutorial programming and homework support, as needed

- Increasing parent engagement in their child’s instructional progress via workshops and strategy workshops, so that they may support their son/daughter at home

If an area of growth for student success becomes evident across a grade level or the school, such as reading comprehension, professional development will be dedicated to that focus. In addition, teachers and administrators will work collaboratively to share best practices and ideas to support students achieving below grade level, and will develop key partnerships with community agencies and educational organizations to develop a cadre of resources for staff, students, and parents to access in order to meet the instructional needs of all students.

If after implementing the aforementioned instructional support strategies significant progress has not been made as measured by assessments, students achieving below grade level may be referred by the teacher or by the parent for a Student Success Team meeting. In these meetings, the classroom teacher, the parent, the School Leader, and any other relevant party will convene to discuss the child’s strengths and areas of concern. The SST uses multiple sources of information and data to create a plan that addresses the individual needs of each student. Teachers, parents, and other relevant parties will bring student work samples, tests and quizzes, portfolio work (if applicable), notes from observations of performance or behavior, discipline logs and any other pertinent source of information concerning the child’s demonstrated abilities. Based on the evidence and the discussion of its meaning, action steps will be generated for follow-up interventions to further assist the child in academic or behavioral growth. Additionally, tools are either gathered or generated to track the progress of the student given the new interventions. Specific strategies, interventions and accommodations will be implemented and documented based on the individualized needs and areas of concern. In addition to detailing the steps, the expected outcomes and the responsible personnel, the SST will also schedule timely follow-up meetings to review and discuss the student’s response to the interventions. Based on the progress a student makes, the level of intervention can be adjusted in order to meet each student’s needs.

After 3 SST meetings, if significant progress has not been made as measured by assessments, the student may be referred for assessment to determine if the child is eligible for special education services under the Individuals with Disabilities in Education Act, if appropriate. The school will make efforts to ensure an exhaustive list of interventions is utilized to avoid over- identification of students in Special Education.

### **Socioeconomically Disadvantaged Students**

KIPP LA Schools seeks to serve under-served student populations. To put students on the path to and through college, the mission, vision, and instructional programs of KIPP LA’s schools are designed to provide and ensure equal access for all students, particularly those students who are designated as socioeconomically disadvantaged based upon the poverty index. KIPP LA Prep will seek to a serve a similar population, and the school’s program will be based upon the successful

practices already in practice at KIPP LA's existing schools. At our core, we believe in high expectations for each of our students regardless of background.

We have designed KIPP LA Prep's program to support students from socioeconomically disadvantaged backgrounds in the following ways:

- Providing more time to increase the learning opportunities of all students (these opportunities include, but are not limited to, in-class literacy experiences, out of class experiential learning field lessons, supplemented day and summer school)
- Building the social capital of students via experiential learning opportunities in order for them to be able to navigate different social and educational settings
- Building robust classroom libraries in order to support the continued development of students' literacy experiences, both in and out of school
- Parent engagement workshops targeting topics such as financial literacy (in preparation for high school and college tuition) and health and nutrition, utilizing community partnerships to provide necessary resources to families in need
- Establishing a strong college-going culture, including, but not limited to, college banners and homerooms named after colleges and universities
- Flexible conferencing scheduling for meeting with families
- Providing enriching arts education programming to supplement existing curriculum
- Tutorials and intervention supports
- Meal provisions for students whose families qualify for free and reduced price lunch

### **Students with Disabilities**

#### ***Overview***

The Charter School shall comply with all applicable state and federal laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA") and the Individuals with Disabilities in Education Improvement Act.

The Charter School will be its own local educational agency ("LEA") and will apply directly for membership in a Special Education Local Plan Area ("SELPA") in conformity with Education Code Section 47641(a). The Charter School will consider membership in the following SELPAs: Los Angeles County SELPA, Southwest SELPA, and El Dorado County Charter SELPA.



In the event the Charter School seeks membership in a different state-approved SELPA, the Charter School will provide notice to LACOE, the SELPA, and the California Department of Education before June 30<sup>th</sup> of the year before services are to commence.

The Charter School shall comply with all state and federal laws related to the provision of special education instruction and related services and all SELPA policies and procedures; and shall utilize appropriate SELPA forms.

The Charter School may request related services (e.g. Speech, Occupational Therapy, Adapted P.E., Nursing, and Transportation) from the SELPA, subject to SELPA approval and availability. The Charter School may also provide related services by hiring credentialed or licensed providers through private agencies or independent contractors.

The Charter School shall be solely responsible for its compliance with Section 504 and the ADA. The facilities to be utilized by the Charter School shall be accessible for all students with disabilities.

### ***Section 504 of the Rehabilitation Act***

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

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

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials including those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.

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

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

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

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

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

### ***Services for Students under the "IDEA"***

The Charter School shall provide special education instruction and related services in accordance with the IDEA, Education Code requirements, and applicable policies and practices of the SELPA.

The Charter School will provide services for special education students enrolled in the Charter School. The Charter School will follow SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services and for responding to record requests and parent complaints, and maintaining the confidentiality of pupil records.

The Charter School agrees to promptly respond to all County or SELPA inquiries, to comply with reasonable County or SELPA directives, and to allow the County or SELPA access to Charter School students, staff, facilities, equipment and records as required to fulfill all County obligations under this Agreement or imposed by law.

### Staffing

All special education services at the Charter School will be delivered by individuals or agencies qualified to provide special education services as required by the California Education Code and the IDEA. Charter School staff shall participate in County or SELPA in-service training relating to special education.

The Charter School will be responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. The Charter School shall ensure that all special education staff hired or contracted by the Charter School is qualified pursuant to SELPA policies, as well as meet all legal requirements. The Charter School shall be responsible for the hiring, training, and employment of itinerant staff necessary to provide special education services to Charter School students, including, without limitation, speech therapists, occupational therapists, behavioral therapists, and psychologists.

### Notification and Coordination

The Charter School shall follow SELPA policies as they apply to all SELPA schools for responding to implementation of special education services. The Charter School will adopt and implement policies relating to all special education issues and referrals.

### Identification and Referral

The Charter School shall have the responsibility to identify, refer, and work cooperatively in locating Charter School students who have or may have exceptional needs that qualify them to receive special education services. The Charter School will implement SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. A pupil shall be referred for special education only after the resources of the regular education program have been considered, and where appropriate, utilized.

The Charter School will follow SELPA child-find procedures to identify all students who may require assessment to consider special education eligibility and special education and related services in the case that general education interventions do not provide a free appropriate public education to the student in question.

### Assessments

The term “assessments” shall have the same meaning as the term “evaluation” in the IDEA, as provided in Section 1414, Title 20 of the United States Code. The Charter School will determine what assessments, if any, are necessary and arrange for such assessments for referred or eligible students in accordance with applicable law. The Charter School shall obtain parent/guardian consent to assess Charter School students.

### IEP Meetings

The Charter School shall arrange and notice the necessary Individualized Education Program (“IEP”) meetings. IEP team membership shall be in compliance with state and federal law. The Charter School shall be responsible for having the following individuals in attendance at the IEP meetings: the School Leader and/or the Charter School designated representative with appropriate administrative authority as required by the IDEA; the student’s special education teacher; the student’s general education teacher if the student is or may be in a regular education classroom; the student, if appropriate; and other Charter School representatives who are knowledgeable about the regular education program at the Charter School and/or about the student. The Charter School shall arrange for the attendance or participation of all other necessary staff that may include, but are not limited to, an appropriate administrator to comply with the requirements of the IDEA, a speech therapist, psychologist, resource specialist, and behavior specialist; and shall document the IEP meeting and provide notice of parental rights.

### IEP Development

The Charter School understands that the decisions regarding eligibility, goals/objectives, program, services, placement, and exit from special education shall be the decision of the IEP team, pursuant to the IEP process. Programs, services and placements shall be provided to all eligible Charter School students in accordance with the policies, procedures and requirements of the SELPA and State and Federal law.

### IEP Implementation

The Charter School shall be responsible for all school site implementation of the IEP. As part of this responsibility, the Charter School shall provide parents with timely reports on the student’s progress as provided in the student’s IEP at least as frequently as report cards are provided for the Charter School’s non-special education students. The Charter School shall also provide all home-school coordination and information exchange. The Charter School shall also be responsible for providing all curriculum, classroom materials, classroom modifications, and assistive technology.

### Interim and Initial Placements of New Charter School Students

The Charter School shall comply with Education Code Section 56325 with regard to students transferring into the Charter School within the academic school year. In accordance with Education Code Section 56325(a)(1), for students who enroll in the Charter School from another school district within the State, but outside of the SELPA with a current IEP within the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP, in consultation with the parent, for a period not to exceed thirty (30) days, by which time Charter School shall adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with federal and state law.

In accordance with Education Code Section 56325(a)(2), in the case of an individual with exceptional needs who has an IEP and transfers into the Charter School from a district operated program under the same special education local plan area of the Charter School within the same academic year, the Charter School shall continue, without delay, to provide services comparable to those described in the existing approved IEP, unless the parent and the Charter School agree to develop, adopt, and implement a new IEP that is consistent with federal and state law.

For students transferring to the Charter School with an IEP from outside of California during the same academic year, the Charter School shall provide the pupil with a free appropriate public education, including services comparable to those described in the previously approved IEP in consultation with the parents, until the Charter School conducts an assessment pursuant to paragraph (1) of subsection (a) of Section 1414 of Title 20 of the United States Code, if determined to be necessary by the Charter School, and develops a new IEP, if appropriate that is consistent with federal and state law.

#### Non-Public Placements/Non-Public Agencies

The Charter School shall be solely responsible for selecting, contracting with, and overseeing all non-public schools and non-public agencies used to serve special education students.

#### Non-discrimination

It is understood and agreed that all children will have access to the Charter School and no student shall be denied admission nor counseled out of the Charter School due to the nature, extent, or severity of his/her disability or due to the student's request for, or actual need for, special education services.

#### Parent/Guardian Concerns and Complaints

The Charter School shall adopt policies for responding to parental concerns or complaints related to special education services. The Charter School shall receive any concerns raised by parents/guardians regarding related services and rights.

The Charter School's designated representative shall investigate as necessary, respond to, and address the parent/guardian concern or complaint.

#### Due Process Hearings

The Charter School may initiate a due process hearing or request for mediation with respect to a student enrolled in Charter School if it determines such action is legally necessary or advisable. In the event that the parents/guardians file for a due process hearing, or request mediation, the Charter School shall defend the case.

### SELPA Representation

The Charter School understands that it shall represent itself at all SELPA meetings.

### Funding

The Charter School understands that it will be subject to the allocation plan of the SELPA.

### **Students in other subgroups**

KIPP LA Prep will determine eligibility of students who are either considered foster youth or homeless through the use of CALPADs, discussions with the parent/guardian and observations of the child. Children who are eligible for services may have different needs such as physical needs for uniforms, school supplies or free meals. We will assist parents and or guardians in providing for these items to ensure that the student is able to actively participate in school. KIPP LA Prep will consider what barriers to education can be removed and what is in the best interest of each child.

KIPP LA has updated its data system to provide for easy and regular analysis of subgroup performance on a variety of measurements from attendance to suspensions to performance on exit tickets, interim assessments and on the SBAC. School leaders, manager of school leaders, the Managing Director of Special Education, along with KIPP LA's CAO and CEO regularly review this data and create plans to address performance gaps.

### **Typical Day**

Esperanza is an 8<sup>th</sup> grader who is entering her fourth year at KIPP LA Prep. As an eighth grade student, she arrives early to campus to help her former math teacher correct 7<sup>th</sup> grade homework. She heads to the lunch area to join her teammates for breakfast and to review last night's homework. She is inspired by the artwork on the walls that she helped to paint with her friends from Art Alley. At 7:30, Esperanza and her friends join the rest of their homeroom for their morning meeting. Esperanza's homeroom teacher checks attendance and student agendas while students work independently on today's morning work. Students review their work with a partner before heading to first period.

Esperanza enters her reading class and pulls out her well-annotated copy of *The Things They Carried*. She is responsible for leading today's seminar about the humanity of war as seen through characters in the novel. She opens the discussion by asking her teammates to identify the most important items they carry in their backpacks. She is pleased as students begin to make the connection between their own backpacks and the packs soldiers carried with them in Vietnam. As the seminar wraps up, the English Language Arts teacher assigns the next two chapters for tomorrow's discussion.

On the way to Physical Science, Esperanza and her teammates continue discussing *The Things They Carried*. As they enter the science classroom, she grabs a pair of goggles and a lab coat from the materials station knowing that today they will be continuing their investigation of kinetic energy. Esperanza has written many lab reports in her four years at KIPP and makes very careful notes and observations as she completes the experiment. When the teacher stops by their work station,

Esperanza and her lab partner discuss their hypothesis with her. Encouraged by her positive feedback, they continue working on their lab. After cleaning up her work station, Esperanza begins to look forward to her math class. During Algebra I, the teacher is introducing the concept of slope. Esperanza and her classmates stack books to measure the rise and run of the slope. Once they have practiced with the books, they begin to apply their newly acquired knowledge to practice problems in their textbook. Esperanza and her classmates discuss the graphs that they have created and their real-life applications.

After Algebra I, Esperanza picks up her lunch in the lunch area. Esperanza and her classmates enjoy a healthy, nutritious lunch that fuels their learning for the rest of the afternoon.

After lunch, Esperanza is well prepared for her next class: physical education. In P.E., the students are honing their teambuilding skills by coaching each other through an obstacle course. Esperanza and her classmates have known each other for four years, and their intimacy shines through as they encourage each other throughout the activity.

On their way to Humanities, Esperanza and her friends entertain themselves by singing a mitosis chant they learned in 7<sup>th</sup> grade. They settle into their seats and the teacher begins guiding students by asking what they recall about the Vietnam War from their seminar in reading class. Humanities is one of Esperanza's favorite classes because she loves making connections between literature, the past and her world today. She is excited about tomorrow's English Doc# 272825 KIPP LA Prep Charter Renewal Petition, 2013-2018 19 language arts class because she knows that she will be able to increase her knowledge about the Vietnam War through the research paper that she is working on.

Esperanza's last class, art, is her favorite class. In art class, students are working on projects inspired by Dadaism. She has just a few days before her project must be complete and she must be ready to have her it critiqued by her classmates. The art teacher spends a few minutes discussing the strengths and weaknesses of her preliminary model. They also plan out the how she will successfully add the finishing touches. Esperanza looks forward to taking music in the second semester where she'll have the opportunity to practice reading music, playing steel drums, and even creating her own music in the school's rock band.

Esperanza concludes her day in her study hall class. She and her classmates start on their homework and review notes for an upcoming test. After study hall, Esperanza participates in her enrichment class where she and her teammates produce the school's annual yearbook. At the end of the day, Esperanza waves good-bye to her classmates who are staying for the after school program. As she packs up to leave, she reflects on another productive and enjoyable day at KIPP LA Prep.

## Element 2: Measurable Pupil Outcomes & Element 3: Method BY Which Pupil Progress Toward Outcomes Will Be Measured

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

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

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

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

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

### **STANDARDIZED TESTING**

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

### **Measureable Goals of the Educational Program**

These goals are the same as those described in Element 1 in accordance with Education Code Section 47605(b)(5)(A)(ii). The “LCFF State Priorities” table in Element 1 is incorporated here by reference.

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

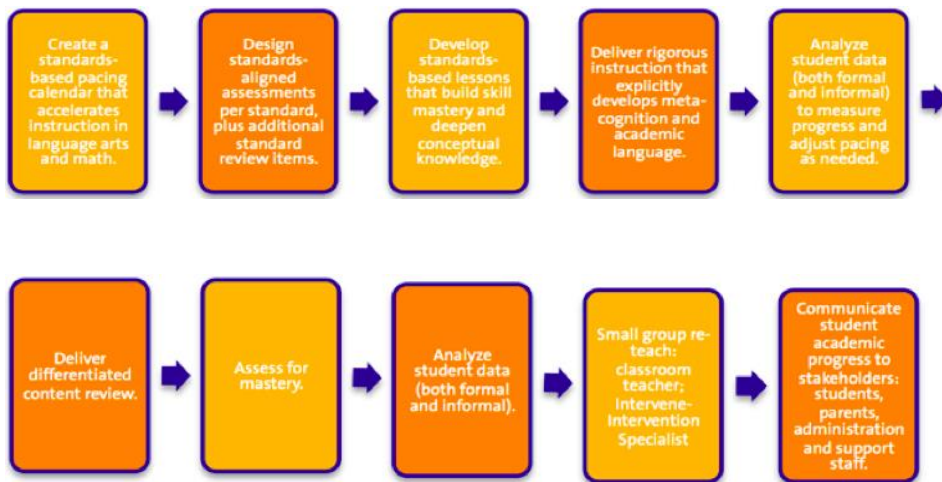
These outcomes are the same as those described in Element 1. The “LCFF State Priorities” table in Element 1 is incorporated here by reference.



*Instructional Cycle and Methods of Assessment*

Beginning in 5th grade, LA PREP teachers will use an instructional cycle driven by standards mastery and student data in language arts and mathematics. Other core content areas such as Social Studies and Science will follow an adapted version of this cycle. Professional development, grade-level and content team planning along with 1:1 check-ins between managers, which may include School Administration and Lead Teachers, and teachers will support the implementation and execution of each of the instructional cycle's ten steps. The cycle is a framework for teachers to use as a tool in their instructional design and delivery and is meant to provide alignment both across and between grade-levels.

Figure 18 shows the ten steps of the LA PREP instructional cycle. While the first step will be completed in the summer, the following steps in the cycle will be ongoing.



LA Prep will work to ensure that all students will score at Standard Met or Standard Exceeded levels in ELA and math on the CAASPP assessment. All students in grades 5-8 will take the CAASPP each spring. Additionally, all students in grades 5-8 will take a norm-referenced test such as the MAP in the fall. 8th grade students will take the MAP in the spring as well while grade 5 - 7 will take CAASPP. Detailed reports by student and by class will be created to facilitate in-depth analysis and data informed decision-making. Thoroughly analyzing student achievement results will allow the staff to reflect on teaching practices and identify areas of strength and areas of weaknesses to improve in the upcoming years.

Each year LA Prep will disaggregate school-wide MAP, or other norm-referenced equivalent, data by gender, race, English Learner status, Special Education status, socioeconomic status, and other relevant subgroups and analyze those data to make any needed adjustments to the instructional program. The Charter School expects students in each subgroup to meet the Charter School's MAP performance goals listed in Element 1. MAP data for individual students is reported to each student's family at the beginning of the year and at end of year for 8th graders. Additionally report cards will be provided to students/families four times a year. Progress reports will also be sent home intermittently as students take assessments

weekly. Teachers will adjust or enhance instructional strategies based upon the results for each individual student and class. Any substantial disparities in improvement across subgroups may result in modifications to curriculum, schedule, school staffing, or provision of support services.

LA Prep shall adhere to all state testing requirements applicable to charter schools. As established in the previous section, LA Prep will utilize diverse assessments that are aligned with the curriculum and instructional program, and compliant with state mandates. These will be administered according to the assessment cycle described within this Element. Further, LA PREP affirms that its methods for measuring pupil outcomes for the State Priorities, as described above in this charter, shall be consistent with the way information is reported on a School Accountability Report Card as required by Education Code Section 47605(b)(5)(C).

LA Prep, like all KIPP LA schools, believes that data is a powerful instructional tool. LA Prep's data will be shared openly with KIPP LA management and other KIPP LA schools. Further, at regular intervals the data will be shared with KIPP LA's board. Annually, LA PREP's leadership team will provide an update to its students and parents about school wide academic performance.

In addition, students in fifth through eighth grades who have been in the United States for less than twelve months and have Spanish indicated on their Home Language Survey may take the Standards-based Tests in Spanish ("STS"). All students who are English Learners as identified by their Home Language Survey will take the ELPAC each year as required.

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

LA PREP will administer initial assessments, exit tickets, and regular weekly assessments as well as unit assessments in an effort to determine where students are performing at any given time. These assessments will guide instruction and help determine which students need additional support or which students can be pushed to achieve at even higher levels.

#### *Initial Assessments*

At the beginning of each school year, the students will be given teacher-created, standards-based initial assessments in order to determine their performance levels in key performance areas. These initial assessment results will be discussed and analyzed in depth to determine ways to differentiate instruction based on the needs of the students. Teachers will discuss the data collaboratively to share ideas and effective strategies to drive forward student achievement. Teachers will also use this data to create fluid intervention groups in which they will target specific needs of students. These assessments will also serve as a beginning point in which progress will be monitored and measured against.

### *Exit Tickets, Unit Assessments*

Using the initial assessments as a baseline for student groupings and instructional implementation, LA Prep will also implement a variety of formative assessments including daily exit tickets and unit assessments. During small group rotations in ELA and math, teachers will administer exit tickets daily to do a quick check for understanding after a lesson. Exit tickets allow teachers to quickly identify and respond to students within 24 hours. Additionally, they enable teachers to push accelerated students on to new topics more quickly and efficiently. These exit tickets may be performed on a laptop whiteboard, allowing the student to show the teacher his or her answer and discuss in real time any challenges. When students do not successfully complete an exit ticket, the teacher will direct them to further work on that particular topic either through independent tasks, adaptive software programs, or re-teach in a small group.

In addition to exit tickets, LA Prep's teachers will administer unit assessments. Using the standards-based pacing calendar, teachers will utilize curricular assessments to appropriately measure mastery of the topics taught in the previous week or two weeks. All assessments are aligned with CCSS, NGSS, and other applicable state content standards.

These formative assessments will often be administered online, allowing for immediate collection of responses and easier analysis through Illuminate. Teachers will analyze the data to identify topics that need to be retaught the following week, assess the effectiveness of student groupings, highlight students who continue to struggle and those who are ready for more challenging work, and shine a light on instructional techniques that did not work. Similarly, unit assessments will reinforce successful teaching techniques and help to identify teachers who are excelling and can be tapped for professional development or best practice sharing.

At grade-level or department meetings throughout the unit assessment cycles, teachers will continue to discuss their students' progress in mastering standards, analyze student work, and discuss best practices. Each teacher will receive one-on-one coaching, from a member of the leadership team, which will, in part, focus on planning, lesson observation, feedback, and informal assessments as they relate to student outcomes on formative assessments.

Ultimately, unit assessments will help ensure that students receive the instruction and intervention or acceleration they need to be successful on the interim assessments and ultimately, the CAASPP. The table below shows LA Prep's goals for unit assessments.

### **Data Analysis and Reporting**

KIPP LA Schools maintains extensive data on student demographics, performance, and participation in special programs for all of its charter schools. These data are stored in our student information system, Illuminate. Illuminate will allow LA PREP to collect, analyze, and share data on student performance on formative and summative assessments easily. The KIPP LA Academics Team maintains the database system and ensures confidentiality and security.

Through Illuminate, our teachers will be able to assess individual student performance, analyze classroom patterns, and target and tailor instruction accordingly. Illuminate stores data using a unique identifier system assigned to each student.

- The data in use includes:
- Student demographics;
- Student National School Lunch Program (“NSLP”) eligibility;
- Student participation in special education;
- Student English learner status;
- Student attendance;
- Student behavioral infractions;
- Student scores and proficiency levels on state assessments;
- Student scores and proficiency levels on MAP;
- Student report card grades;
- Individual item responses on internal assessments created through the Illuminate assessment system;
- Other student-level data as necessary.

Using Illuminate and the KIPP LA-created student data dashboard, LA PREP’s administrators and teachers will be able to access student, classroom, and school level data in real time to create student groupings, align instruction with student needs, and reassess scope and sequence as necessary. It will allow data to be aggregated by student sub-group, classroom, and grade level. Additionally, Illuminate will allow teachers to create and administer assessments and easily collect data on student performance on those assessments, including the interim assessments discussed above. Teachers will discuss and analyze these initial assessment results in depth to determine ways to differentiate instruction based on the needs of the students. Through the use of Illuminate and Tableau, teachers will graphically analyze data to identify trends and areas of both growth and strength. Illuminate also allows teachers to export data to excel for analysis using more traditional methods. Below is an overview of the bi-weekly data process:

- **Data acquisition:** Team will ensure that the data we use to assess student performance is collected and organized in a timely manner, so that all stakeholders can readily access it;
- **Data reflection and analysis:** Teachers will reflect on their classroom data systematically and will conduct error analysis on all assessments. Grade levels and/or content teams will then come together to reflect on their results and create specific plans of action and subsequent goals to improve student outcomes. Simultaneously, the Leadership Team will meet to review school wide results and create plans to support teachers/grade levels as needed.
- **Analyzing Student Work:** On a regular basis (daily, weekly, bi-monthly or monthly depending on the data), teachers will come together to analyze student work or exit tickets. The aim is to identify student misconceptions early and clarify during a reteach block.

- **Unit Lesson Plan Reviews:** Weekly, lessons plans and internalization will be reviewed by content leads and/or School Leadership to ensure that each evidences the criteria for high impact lessons.
- **Flexible Small Group Instruction:** Based on assessment results, changes to the make-up of small groups will be made to ensure all students are receiving differentiated instruction.
- **Program Alignment and Design:** Through data acquisition, reflection, and analysis, LA PREP’s teachers will ensure that our instructional model is aligned with relevant content and standards, as well as student growth. This process will ensure that the teaching strategies and practices we employ are appropriate and supportive of the outcomes and overall design of the academic program.

In addition to assessing student data to tailor instruction, LA PREP will also use data to assess teacher progress towards professional growth goals including student progress and proficiency. These data are incorporated into teacher evaluations and reviews.

Finally, LA PREP will use student performance data to assess our educational program and ensure that we are meeting our goals as outlined above. LA PREP’s leadership, in concert with the KIPP LA Academics Team, will analyze student formative and summative assessment data to determine whether LA PREP is on track to meet its academic goals by the end of the year. In cases where projections fall behind goals, KIPP LA staff will work with the LA PREP leadership to augment instruction, intervention, or curricula to put learning back on track and progressing.

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

LA Prep will administer grades based upon student’s mastery of the Next Generation Science Standards, state content standards, and CCSS. Grades will be reported in quarterly school-created report cards on a scale from A-F (A, B, C, and F) corresponding to the percentages of mastery shown on classwork, homework, assessments, and special projects or labs.

Figure 19: Sample Report Card

# Report Card 2016-17

Name: \_\_\_\_\_

Grade: \_\_\_\_\_

Homeroom: \_\_\_\_\_

Attendance				
	Q1	Q2	Q3	Q4
Absent				
Tardy				
Truant				

Keep track of your child's grade online, anytime!  
<https://kippla.illuminatehc.com/login>

GPA				
Q1	Q2	Q3	Q4	Cumulative

Grading Scale			
A+ 100-100%	B+ 88-89%	C+ 78-79%	F 60-69%
A 94-97%	B 84-87%	C 74-77%	
A- 90-93%	B- 80-83%	C- 70-73%	

Course	Teacher	Q1	Q2	Q3	Q4	Current Quarter Comments

LA Prep, like all KIPP LA schools, will follow KIPP LA’s Board Policy on Acceleration and Retention. LA PREP expects students to progress through each grade level within one school year. To accomplish this, instruction will accommodate the variety of ways that students learn and include strategies for addressing academic deficiencies when needed. Students shall progress through the grade levels by demonstrating growth in learning and meeting grade-level standards of expected student achievement.

When high academic achievement is evident, based on student work, participation and assessments, the School Leader or designee may recommend a student for acceleration into a higher grade level. The student’s maturity level shall be taken into consideration in making a determination to accelerate a student.

As early as possible in the school year, the School Leader or designee shall identify students who should be retained and who are at risk of being retained in accordance with the following criteria. Students shall be identified on the basis of grades. The following other indicators of academic achievement shall also be used:

- Failure in one or more classes;
- Excessive (10) absences and/or tardies (3 tardies/early leaves = 1 absence);
- Scoring basic or below on standards based assessments and or not meeting grade level goals;
- The Charter School’s decision regarding promotion and retention will be based on the totality of the circumstances and will be final and binding, subject to appeal as described below;

- CAASPP and MAP testing can be used in combination with school performance to recommend retention prior to the next school year.

Students who are at risk of retention will have a minimum of two (2) Student Success Team meetings prior to retention. The SST process is described previously in this petition in the section pertaining to intervention. The School Leader or designee will notify the student's parent or guardian prior to end of 3rd quarter if the student is at risk of retention. Upon the conclusion of the school year, the student's teacher(s), in consultation with the parent or guardian, shall determine if the student shall be retained. The parent or guardian may appeal the decision to retain the student to the School Leader or designee, who will meet with the parent/guardian and review the decision of the teacher(s). The School Leader's decision may be appealed to the Executive Director or the Executive Director's designee.

## Element 4 – Governance

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

### **GENERAL PROVISIONS**

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

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

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

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

### **LEGAL AND POLICY COMPLIANCE**

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policies as it relates to charter schools adopted through Board action.<sup>7</sup>

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

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

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

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<sup>7</sup> The District is in the process of compiling a list of LAUSD policies that apply to its authorized charter schools. The list will be finalized by April 1, 2018. Charter Schools Division staff will annually review District policies and make recommendations to the LAUSD Board of Education on continued application to charter schools.



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

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

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

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

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

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

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

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

#### **RESPONDING TO INQUIRIES**

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

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

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

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

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

#### **STUDENT RECORDS**

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

#### **PARENT ENGAGEMENT**

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

#### **FEDERAL PROGRAM COMPLIANCE**

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

### **Governance Structure**

The Charter School will be a directly funded independent charter school and will be operated by KIPP LA Schools, a California nonprofit public benefit corporation, pursuant to California law upon approval of this charter. KIPP LA has obtained 501(c)(3) tax-exempt status. The Charter School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as may be negotiated between the District and the Charter School. Pursuant to Education Code Section 47604(c), the District shall not be liable for the debts and obligations of the Charter School, operated by a California nonprofit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as the District has complied with all oversight responsibilities required by law.

Submitted with the charter petition, please find the KIPP LA Schools Articles of Incorporation, Bylaws, and Conflict of Interest Code and Policy.

#### *Organizational Chart*

A single board governs KIPP LA Schools by providing leadership, support and oversight of the organization. The Board of Directors is responsible for hiring the Chief Executive Officer. KIPP LA's management team hires all other positions within KIPP LA.

The governance structure of KIPP LA Schools achieves two primary objectives:

1. To promote the success of the Charter School and its students through community-based support, involvement, and local responsibility; and
2. To ensure adherence to the proven success of the KIPP educational philosophy that has been demonstrated across the nation.

Figure 20: The Charter School Organization Chart

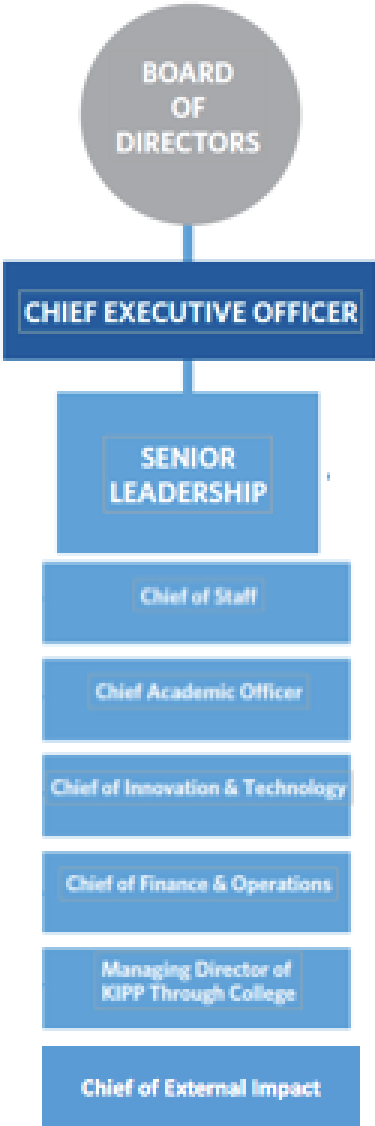
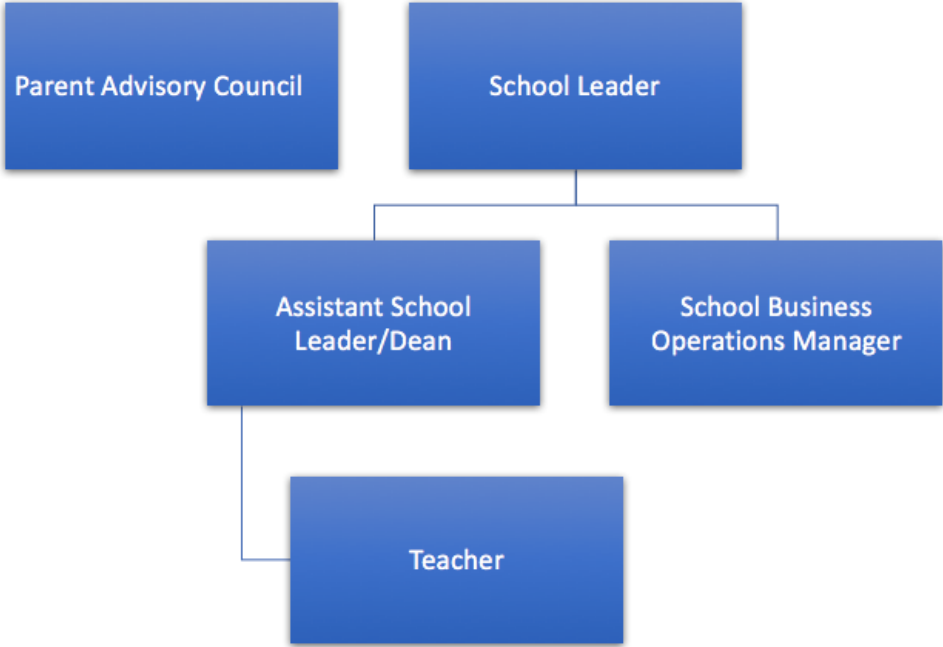


Figure 20a: School-Level Organization Chart



*Role of Governing Board*

The KIPP LA Schools Board of Directors (the “Board”) will include several standing committees, Figure 21, designed to enhance the operation of the Board and provide additional oversight. The Board and all standing committees hold public meetings in accordance with the Ralph M. Brown Act. KIPP LA has the following standing committees:

**Finance.** The Finance Committee reviews and recommends approval of the annual operating budget to the full board, regularly reviews and monitors financial results, ensures the maintenance of an appropriate capital structure; and oversees the management of financial assets.

**Governance.** The Governance Committee ensures the constant health and effectiveness of the full board and the work it performs for the organization. The committee focuses on evaluating the Board and the Chief Executive Officer, determining executive compensation and Board composition, and leading Board recruiting, nominating, training and education.

**Audit.** The Audit Committee oversees accounting and financial reporting processes including internal controls, and will retain and oversee the Charter School’s annual fiscal audit.

**Student Disciplinary Procedures.** The Student Discipline Committee oversees the due process for student suspensions and expulsions.

The current makeup of the KIPP LA Board of Directors Standing Committees include: Audit Committee - 3 members; Finance Committee - 4 members; Governance Committee - 4 members; Student Discipline Committee - 3 members; Real Estate Committee - 4 members

The KIPP LA Schools Board may also use, from time to time, ad hoc committees as well as task forces to help with specific issues or projects including special events, real estate/facilities, etc.

Figure 21: The Charter School Standing Board Committees



**Duties of Chief Administrative Employees**

The Chief Executive Officer, who reports to the Board, is responsible for the management and operations of KIPP LA. He or she helps support the Audit Committee, the Governance Committee and the full Board. The Chief Executive Officer’s direct reports include:

**Chief Academic Officer (“CAO”).** The CAO is responsible for the operation and oversight of all KIPP LA schools. The CAO’s team manages, coaches and supports school leaders; provides data support including the student information system and the student achievement system; and leads public grants programmatic support and compliance. The Director of Special Education and the Managing Director of Academics also report to the CAO. The CAO helps support the Parent Engagement ad hoc committee and the Student Discipline Committee of the Board.

**Chief of Staff (“COS”).** The COS is responsible for planning, project management and systems rollout, board management and special projects. The COS fills in during leadership vacancies within the senior leadership team described in this section, to provide additional management support. The COS helps support the Governance Committee and the full Board.

**Chief of Finance & Operations (“CF&O”).** The CF&O oversees all financial, operational and Human Resource aspects of KIPP LA. The CF&O is responsible for ensuring the financial well-being of the organization and ensures that all operational compliance is met. He supports both the Audit and Finance Committees.

**Chief of Innovation & Technology (“CIT”).** The CIT oversees KIPP LA’s technology efforts including core infrastructure, student and teacher device support as well as our online curriculum.

**Chief of External Impact (“COEI”).** The COA oversees KIPP LA’s fundraising, marketing, public relations, and volunteer efforts.

**Director of Real Estate.** The Real Estate Director is charged with finding, securing, and developing KIPP LA’s real estate and ensuring that all facilities meet the necessary requirements of a school.

**Managing Director of KIPP Through College (“KTC”).** The KTC Director leads KIPP LA’s alumni support efforts, through the regional KIPP through College team, which include high school placement and support, college access, and college retention. KIPP LA currently supports approximately 1,700 alumni in high school and college.

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

#### *Composition of KIPP LA Schools Board of Directors*

The KIPP LA Schools Board of Directors is comprised of community members. The authorized number of directors on the KIPP LA Schools Board shall not be less than three (3) and not greater than twenty (20). Board members can serve up to three, three-year terms. The Board is comprised of individuals with experience in education, nonprofits, entrepreneurial growth companies, legal, real estate, community service, philanthropy, media and education policy. KIPP LA Schools seeks to have a diverse board that can provide a variety of expertise, opinions, and perspectives to help the organization continue to improve. The KIPP LA Board seeks to add new members as needed. Our current Board provides the organization with adequate committee members, a range of professional expertise and representation of a cross-section of Los Angeles. The mission of the Board of Directors of KIPP LA Schools is to provide the leadership, commitment, support, advocacy, and oversight that will ensure the fulfillment of KIPP LA’s mission and goals. In addition, Board members are called upon to lend their specialized skills to help the organization. These specialized skills include legal, real estate, financial, general management and education expertise. Board members are assigned to Committees based on their specialized skills and in coordination with the Governance Committee.

#### *Qualifications of KIPP LA Schools Board Members*

KIPP LA Schools’ Chief Executive Officer will work closely with the Board of Directors to ensure that Board members fully support the school’s mission, culture, and goals. The Board will represent a cross section of Los Angeles and will include persons with expertise in real estate, education, management, finance, and law. The qualifications sought in those candidates interested in serving on the Board include but are not limited to:

- *A dedication to furthering the vision and mission of KIPP LA Schools;*
- *Willingness to volunteer for one or more Board committees and the ability to contribute appropriate time and energy necessary to follow through on assigned tasks;*
- *Ability to work within a team structure;*
- *Expectation that all children can and will learn and realize high academic achievement; and*
- *Specific knowledge, experience, and/or interest in at least one element of governance for KIPP LA Schools.*

New members of the Board of Directors or members seeking another term will be selected and renewed through a governance process outlined below in steps 4-6 of the Board recruiting and selection process.

### *Board Recruiting and Selection Process*

It is important that every member of the KIPP LA Board of Directors is focused on the needs and expectations of KIPP LA. We achieve this by ensuring potential candidates are invested in KIPP LA's mission, understand the expectations for Board participation, and have a vision for their contribution to the Board. We will achieve this alignment through the following Board recruiting process:

- 1) Board or staff member who knows the prospect will have an initial conversation with the prospect to gauge interest and dedication to KIPP LA's mission.
- 2) Cultivation of the prospective Board member. Ensure alignment between the needs and expectations of KIPP LA and the needs and expectations of the individual. This will be achieved by:
  - a) Investing candidates in the mission of KIPP LA
  - b) Setting expectations for prospective Board members
  - c) Creating a vision for how Board membership meets the needs of both the individual and the organization
- 3) Board or staff member who knows the prospect will recommend the prospect to a Governance Committee member or the Chief Executive Officer.
- 4) Board Governance Committee, a committee of the KIPP LA Schools Board, reviews the prospective board member's qualifications, fit and desire to serve.
- 5) Chief Executive Officer, Chief of Staff, and Board Governance Committee cultivates prospective Board member:
  - a) Prospective Board member receives information concerning the history and future plans of KIPP LA Schools, including the KIPP LA Schools Board handbook and annual report;
  - b) Prospective Board member visits one or more KIPP LA schools;
  - c) Prospective Board member meets with Chief Executive Officer;
  - d) Prospective Board member attends a Board meeting;
  - e) Prospective Board member interviews with Governance Committee member(s);
  - f) Prospective Board member meets with member(s) of Governance Committee where requirements and responsibilities of KIPP LA Board are explained and agreed upon.
- 6) Board Governance Committee presents formal recommendation to the full Board of KIPP LA Schools; Board votes on prospective candidate.
- 7) Board Chair meets with prospective candidate and extends offer to join KIPP LA Schools Board.

### *Roles and Responsibilities of KIPP LA Schools Board Members*

The KIPP LA Schools Board of Directors' primary responsibility is to help set policies and work with the Chief Executive Officer to guide KIPP LA Schools. The Board is empowered to:

1. Forward the mission of KIPP LA
  - *Understand and support KIPP LA's mission as a unique community resource in South and East Los Angeles and as a part of the larger KIPP movement;*



- *Serve as ambassadors and advocates for KIPP LA by promoting the mission within personal networks and the broader community;*
2. Influence strategy
    - *Review and provide feedback on both the short and long term goals and strategic plans of KIPP LA to help the organization further its mission and achieve its vision;*
    - *Develop the strength of the board through assessment, recruitment, self-assessment and training;*
  3. Lead & Govern
    - *Be an informed and engaged stakeholder, including attendance at Board of Directors meetings and committee meetings;*
    - *Understand and comply with the regulatory and legal requirements required of a director of a public agency;*
    - *Ensure that KIPP LA complies with state and federal regulations and upholds the mission of the charter;*
    - *Approve operational policies that support the mission and goals of KIPP LA;*
    - *Review, advise, support and hold accountable the Chief Executive Officer of KIPP LA Schools;*
  4. Oversee administration
    - *Approve the budget and all financial commitments over \$100,000 or any incurrence of debt, provide fiscal oversight and develop and monitor the organization's programs and services;*
    - *Ensure that KIPP LA Schools including the Charter School is compliant with its internal policies and procedures;*
    - *Comply with all meeting requirements and administrative functions as outlined in the charters and bylaws;*
    - *Review and understand KIPP LA Schools academic performance results as compared with stated goals and similar schools;*
    - *Review and approve resolutions, applications and compliance report submittals as necessary to operations;*
  5. Participate in fundraising
    - *Actively participate in fundraising to ensure that KIPP LA has adequate resources to achieve its goals.*

#### *Board Professional Development*

To prepare each new Board member to quickly become an asset to KIPP LA Schools, there is an extensive orientation plan in place. The following are the expected outcomes of the orientation phase, which typically spans the first three months of a Board member's tenure:

- Build relationships with other Board members and KIPP LA senior leadership team members
- Learn the organization, culture, mission, strategic priorities, financial health and results
- Learn the environment in which we operate including key stakeholders (authorizers, funders, KIPP Foundation)
- Ensure strong understanding of the operations of the Board
- Identify opportunities to leverage strengths and accelerate contribution to the organization (e.g. Committee membership, organizational opportunities)

- Mandatory Brown Act training on an ongoing basis, so that Board members can continue to make positive contributions to the organization the following is in place for continuing Board member education:
- Annual mandatory Brown Act training
- Ongoing investments in building Board member knowledge of both the organization as well as the environment in which it operates. Examples are attendance at KIPP LA events and school functions and attendance at the KIPP School summit.
- Responsibility for setting new Board members up for success and accelerating their contribution is shared between the KIPP LA Board (e.g. Board Chair and Governance Committee) and the KIPP LA senior leadership team (e.g. Chief Executive Officer and her direct reports).

### **Governance Procedures and Operations**

#### *Meetings of KIPP LA Schools Board of Directors*

KIPP LA Schools Board of Directors holds public meetings in accordance with the Ralph M. Brown Act. KIPP LA Schools Board of Directors and its committees are subject to the Brown Act. Board members will support the mission of the school and serve on the Board voluntarily. In the conduct of meetings the KIPP LA Schools Board will:

- Publicly post an agenda at least 72 hours prior to all Board meetings in accordance with the Ralph M. Brown Act requirements. Agendas are posted on KIPP LA's website and are available on the website for each individual school. Additionally, the agenda is posted on the main entrance of each individual school and at KIPP LA's offices;
- Hold all meetings within the boundaries of LAUSD or LA County, preferably at a KIPP LA school or the School Success Team office;
- Set aside time at each meeting for public comment on agenda and non-agenda items;
- Conduct all votes in public, unless a vote is permissibly cast in closed session;
- Upon request, provide to members of the public copies of any materials provided to the Board (unless specifically exempted by the Brown Act or Public Records Act.);
- Approved minutes from the previous Board meeting are posted on KIPP LA's website.

#### *Quorum and Voting*

A majority of the total number of Directors then in office (but no fewer than two Directors or one-fifth of the then authorized number of Directors, whichever is greater) shall constitute a quorum for the transaction of business. Every act taken or decision made by a vote of the majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board, unless a greater number is expressly required by California Nonprofit Corporation Law, the Articles of Incorporation or these Bylaws.

### *Abstention Process*

In the case of a Board Member who chooses to abstain from a vote, KIPP LA adheres to “Robert’s Rules of Order” concerning abstentions. They are as follows:

- Abstentions are counted and noted as abstentions, not a “yes” or “no” vote;
- An abstention does not affect the outcome of the vote;
- All members have the right to abstain and cannot be compelled to vote.

### *Telephone and Video Meetings*

Directors may participate in a meeting through use of conference telephone or electronic video screen communication. Participation in a meeting through use of conference telephone or electronic video screen communication constitutes presence in person at that meeting so long as all members participating in the meeting are able to hear one another.

Teleconferencing may be used for all purposes during any meeting if the following are met:

- At least a quorum of the legislative body must participate from locations within LAUSD’s or LA County’s jurisdiction;
- Additional teleconference locations may be made available for the public;
- Each teleconference location must be specifically identified in the notice and agenda of the meeting, including a full address and room number, as may be applicable;
- A teleconference meeting is a meeting in which one or more Directors attend the meeting from a remote location via telephone or other electronic means, transmitting audio or audio/video. Any meeting may be held by conference telephone or other communications equipment permitted by California Nonprofit Corporation Law, and all Directors shall be deemed to be present in person at such meeting as long as all Directors participating in the meeting can communicate with one another and all other requirements of California Nonprofit Corporation Law are satisfied. Such meeting must also be noticed and conducted in compliance with Government Code Section 54953(b), including without limitation the following: (a) At a minimum, a quorum of the Board shall participate in the teleconference meeting from locations within the boundaries of the Los Angeles Unified School District or Los Angeles County; (b) All votes taken during a teleconference meeting shall be by roll call; (c) The Board shall post agendas at all teleconference locations with each such location being identified in the notice and agenda of the meeting; (d) All locations where a Director participates in a teleconference meeting must be fully accessible to members of the public and shall be listed on the agenda; (e) Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location; and (f) 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.

## **Stakeholder Involvement**

We will build a school and program based on high expectations, excellent instruction, focusing on results, and partnering with families. Our partnership with families is instrumental in achieving our results. Our parents are well informed about intervention strategies to use at home from our workshop-style Literacy Night and Math Night for families. Teachers and administrators frequently check in with parents about student progress via telephone, written notes, and in person, and via home visits. Through the avenues detailed below, parents are involved and engaged in Charter School governance.

Our collaboration with parents is an indispensable part of our school. We view our parents as partners in the education of their children and seek their input regularly through our parent groups. With these groups, parents have the opportunity to be leaders in many of the Charter School's extracurricular activities (like the winter and spring concerts), voice their ideas, attend educational workshops, and learn more about what goes on in our school. The Charter School will also engage all stakeholders to include parents, teachers, staff and administrations in its annual development and review of its Local Control and Accountability Plan (LCAP). Stakeholder engagement is typically organized in 3 parts: Educating, Learning and Engaging, and Revising. Stakeholders are continuously engaged about the progress of our school; however, we will host at least one official LCAP meeting annually.

The school will also have a parent leadership group that will meet once a month, in conjunction with other parent groups to provide the school with feedback and to organize volunteering efforts. This will include the option for parents to join KIPP LA region wide parent groups such as the Family Ambassadors group already in existence.

The Charter School will have a School Site Council (SSC) that will meet once a month, in conjunction with other parent groups, and is made up of teachers and parent and led by an administrator. We will have equal parts school representatives and parent, community representatives. Each person, except for the school administrator, will be elected by his or her peers to serve on the SSC. The SSC main responsibilities will be to review the school plan's such as LCAP and the LEA plan addendum.

All KIPP LA Board members are asked to visit at least 1 school The School Forum is a sub set of board members who visit at least three schools a year where they speak with leadership and engage with parents. The schools are selected on a rotating schedule and vary in location, type and size. We will also dedicate a significant amount of time to parent education. Parent education covers several topics including how to best help their children succeed academically, to informing parents of the programmatic and funding requirements our school complies with. Teachers will hold office hours to support and train parents. In addition, we will offer Back to School Night, Literacy Night, Math Night, Living the College Dream, Standardized testing Night, and College Readiness Night.

Parents will help the entire classroom community, not just their child. The objective is twofold; we want parents to take ownership of the education all children are receiving and students to understand that their parents are also their teachers.

While doing this, we will build a strong sense of community, collaboration, and internalize the “we are all in this together” mentality.

## Element 5 – Employee Qualifications

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

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

### **ESEA/ESSA AND CREDENTIALING REQUIREMENTS**

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

### **Employee Positions and Qualifications**

The Charter School’s leadership team is led by Co-School Leaders who report to the Director of School Support who reports to the Managing Director of Academics. The Managing Director of Academics reports to the Chief Academic Officer. The Co-School Leaders are charged with running the Charter School and overseeing all aspects of the Charter School from academic achievement to operational compliance to family engagement.

The Charter School’s leadership team includes the Co-School Leaders, Assistant School Leader, Dean, and School Business Operations Manager. Certificated staff includes lead teachers, apprentice teachers, instructional support coaches, and special education service providers. Non-certificated staff include after school program instructors, instructional aides, office associates, and school lunch aides. The Dean and School Business Operations Manager report to the Co-School Leader. Special education staff includes the special education coordinator, school psychologist, and speech and language pathologist, all report directly to the Director of Special Education who is employed at the regional level. The Resources Specialist reports jointly to the Director of Special Education and the Co-School Leader. Figure 22, below, outlines all staff positions qualifications at the Charter School.

Figure 22: KIPP LA Schools Job Qualifications

<b>School Administration</b>
<b>Types: School Leader, Assistant School Leader, Dean</b>
<p>All positions do have the same minimum education qualifications; we have grouped them together as they are the decision makers at the schools. Based on school need, and staff strengths the school leader may assign the duties outlined as they see fit.</p> <p><b>Minimum Qualifications for all Administration:</b></p> <ul style="list-style-type: none"> <li>▪ BA required; MA preferred.</li> <li>▪ Minimum of three years of successful, full-time, lead teaching experience required</li> <li>▪ Minimum of two years of administrative or leadership experience in a school setting required</li> <li>▪ Demonstrated success working with students from educationally underserved areas</li> <li>▪ Self-aware with a strong commitment to continuous learning</li> <li>▪ Strong written and oral communication skills</li> <li>▪ Sense of humor</li> <li>▪ Unquestioned integrity and commitment to the mission and values of KIPP LA Schools</li> </ul>
<b>SCHOOL BUSINESS OPERATIONS</b>
<b>Types: School Business Operation Manager, Office Manager, Bilingual Office Associate, and Operation Aides</b>
<p>As all of the positions support operations we have grouped them together. The SBOM is the leader for operations at the school and manages both OM and Bilingual Ops Aide</p> <p><b>School Business Operation</b> is critical to the successful and efficient operation of KIPP LA school sites. The operations team implements and maintains clear systems that allow the School Leaders and instructional staff to drive superior student achievement outcomes. This includes managing the School Nutrition Program, Student Information and Attendance Reporting, Health and Safety, Insurance, and Facilities as well as ensuring that the Charter School is in compliance with all applicable local, district, state, and federal laws and regulations. S/he will work closely with the School Support Team in its efforts to provide the Charter School with operational and financial guidance and assistance. The School Business Operations Manager will manage operations staff including an Office Manager/Office Associate(s) and will report to the School Leader.</p> <p><b>Qualifications</b></p> <ul style="list-style-type: none"> <li>· A Bachelor's degree from an accredited college or university required</li> <li>· Master's degree preferred for School Business Operations Manager</li> <li>· High School Diploma for Operations Aide</li> <li>· Minimum 2 years of professional experience, 4 preferred with at least one year of managing others</li> <li>· Spanish language skills is a plus</li> <li>· Prior school or nonprofit experience preferred</li> <li>· Ability to work in a Windows and Macintosh environment</li> <li>· Experience managing data</li> <li>· The ability to work autonomously</li> <li>· Demonstrated initiative, leadership, and tenacity</li> <li>· Strong commitment and passion for KIPP LA's mission and values.</li> </ul>

## Instructional & Support

**Types: Instructional Coach, grade/ Department Leader, Core, Elective, and Intervention Teacher, Instructional Assistant, SPED Teacher**

### **Instructional Coach**

The Instructional Coach is a leadership position. The Instructional Coach will work in conjunction with teachers to support student learning. The Instructional Coach will focus on individual and group professional development that will expand and refine the understanding about research-based effective instruction. In order to meet this purpose, the Instructional Coach will provide personalized support that is based on the goals and identified needs of individual teachers. The Instructional Coach will execute the following necessary responsibilities to meet this vision.

### **Grade Level/ Department Leader**

The grade level leader is a leadership position. The grade level leader will work in conjunction with the School Leader to invest a grade level team of mission-driven educators in the instructional vision for the grade level and execute the necessary components to meet this vision.

These components will include:

- Setting high, but achievable standards for student achievement,
- Analyzing student data and facilitating next steps to ensure continued achievement,
- Overseeing grade-level culture and discipline.

Success in this role will be measured by grade-level student achievement and ability to align priorities, instruction and grade-level culture to the school-wide vision, mission and values. The grade level leader will develop a Reflection and Development Plan that includes functional goals based on student achievement and developmental goals aligned with our school-based competency model. In order to meet goals, the dean will participate in weekly planning meetings and weekly check-ins with the School Leader.

### **Teacher**

KIPP LA Schools seeks dynamic educators to teach our students. The primary responsibilities of a KIPP LA teacher are to ensure that students achieve and/or exceed grade level standards, and to provide students with a strong college-preparatory education. Other responsibilities include: delivering a high-quality, rigorous, and effective curriculum; planning, implementing, and reflecting upon all aspects of instruction in the assigned areas in order to realize the Charter School's mission; and developing in all students positive character habits centered around the Charter School's values. KIPP LA teachers report to and are evaluated by their school's leader.

### **Resource Specialist Program Teacher**

The Resource Specialist Program (RSP) Teacher will provide individualized instruction and support to students with special needs at one or more of our elementary and middle schools.

S/he will dually report to the Director of Special Education and the School Leader(s).

### **Qualifications and desired characteristics:**

- BA or BS required; and MA or MS preferred;
- Four years of successful full-time teaching experience serving a similar student population desired;
- Excellent organizational, planning and implementation skills;
- Ability to manage ambiguity and multiple priorities inherent in entrepreneurial environments;
- Relentless results-orientation and strong sense of purpose;
- Ability to establish relationships and communicate effectively with multiple constituencies;
- Reflective and able to execute in an efficient and effective manner with managers, & support staff
- Unquestioned integrity and commitment to the KIPP LA mission
- For teachers teaching core subjects (math, science, social studies, English language arts) and RSP, Possession of a valid Single or Multiple Subject internship, preliminary, or clear teaching credential, and ELA authorization, required.

## Element 6 – Health and Safety Procedures

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

### **SUICIDE PREVENTION POLICY**

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

In order to provide safety for all students and staff, KIPP LA has adopted and implemented full health and safety policies and procedures and risk management policies in consultation with its insurance carriers and risk management experts. These policies will be incorporated into the Charter School's student and staff handbooks and will be reviewed on an ongoing basis by the Co-School Leader and Board of Directors. The Charter School shall ensure that staff are trained annually on the health and safety policies. A full draft will be provided to the District for review upon request.

The following is a summary of the health and safety policies of the Charter School:

### **Procedures for Background Checks**

Employees and contractors of the Charter School will be required to submit to a criminal background check and to furnish a criminal record summary as required by Education Code Sections 44237, 44830.1, and 45125.1. KLA's Human Resource team, which includes the Director of Human Resources, Credentialing Analyst, Senior Human Resources General, and Human Resources Generalist, will serve as the custodian of records. KIPP LA will comply with all applicable state and federal laws regarding background checks and clearance of all personnel. Also, KIPP LA will comply with the state and federal laws concerning the maintenance and disclosure of employee records. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Co-School Leaders of the Charter School shall monitor compliance with this policy and report to the Charter School Board of Directors on a regular basis. The Board President shall monitor the fingerprinting and background clearance of the Co-School Leaders. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.

### **Role of Staff as Mandated Child Abuse Reporters**

All employees will be mandated child abuse reporters and will follow all applicable reporting laws, the same policies and procedures used by the District. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.

### **Tuberculosis Risk Assessment and Examination**

Employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for tuberculosis prior to commencing employment and working with students as required by Education Code Section 49406.

### **Immunizations**

All enrolled students who receive classroom-based instruction will be required to provide records documenting immunizations as is required at public schools pursuant to Health and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All rising 7<sup>th</sup> grade students must be immunized with a pertussis (whooping cough) vaccine booster.

**Vision, Hearing, and Scoliosis**

Students will be screened for vision, hearing and scoliosis. The Charter School will adhere to Education Code Section 49450 *et seq.* as applicable to the grade levels served by the Charter School

**Diabetes**

The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7<sup>th</sup> grade students, pursuant to Education Code Section 49452.7. The information sheet shall include, but not be limited to, all of the following:

1. A description of type 2 diabetes.
2. A description of the risk factors and warning signs associated with type 2 diabetes.
3. A recommendation that students displaying or possibly suffering from risk factors or warning signs associated with type 2 diabetes should be screened for type 2 diabetes.
4. A description of treatments and prevention methods of type 2 diabetes.
5. A description of the different types of diabetes screening tests available

**Suicide Prevention Policy**

The Charter School will adopt a policy on student suicide prevention in accordance with Education Code Section 215.

**Blood borne Pathogens**

The Charter School shall meet state and federal standards for dealing with blood borne pathogens and other potentially infectious materials in the work place. The Board shall establish a written infectious control plan designed to protect employees and students from possible infection due to contact with blood borne viruses, including human immunodeficiency virus (“HIV”) and hepatitis B virus (“HBV”).

Whenever exposed to blood or other bodily fluids through injury or accident, staff and students shall follow the latest medical protocol for disinfecting procedures.

***Custodian of Records***

The Director of Human Capital and the Human Resources Generalist will serve as the custodian of records for the Charter School.

***Medication in School***

The Charter School will adhere to Education Code Section 49423 regarding administration of medication in school.

***Emergency Preparedness***

The Charter School shall adhere to an Emergency Preparedness Handbook, drafted specifically to the needs of the school site in conjunction with law enforcement and the Fire Marshall. This handbook shall include, but not be limited to the following

responses: fire, flood, earthquake, terrorist threats, and hostage situations. Staff shall receive training in emergency response, including appropriate "first responder" training or its equivalent.

*Drug-, Alcohol-, and Smoke-Free Environment*

The Charter School shall function as a drug-, alcohol-, and smoke-free environment.

***Facility Safety***

The Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001. A certificate of occupancy before the start of school will be provided.

***Comprehensive Anti-Discrimination and Harassment Policies and Procedures***

The Charter School is committed to providing a school that is free from discrimination and sexual harassment-based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any of other basis protected by federal, state, local law, ordinance, or regulation or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code. The Charter School has a comprehensive policy to prevent and immediately remediate any concerns about discrimination or harassment at the Charter School (including employee to employee, employee to student, and student to employee misconduct). Misconduct of this nature is very serious and will be addressed in accordance with the Charter School's anti-discrimination and harassment policies.

***Promoting Health and Wellness***

The Charter School will ensure that the Charter School is a safe and healthy environment for teaching and learning. The Charter School will promote health and wellness of its students and meet the requirements of the Healthy, Hunger-Free Kids Act of 2010. The Charter School utilizes Revolution Foods, a leading provider of high quality food, as its food service provider. The Charter School provides a healthy breakfast, lunch and snack for its students. Revolution Foods exceeds the requirements of the Healthy, Hunger-Free Kids Act. Specifically foods and snacks offered include whole grains, low fat dairy, fruits, vegetables and proteins as their main ingredients. They are also lower in fat, sugar and sodium and provide more of the nutrients our students need.

In addition to providing healthy food choices, the Charter School, in collaboration with Revolution Foods, provides nutritional education for students and parents.

Finally, the Charter School provides a rigorous physical education program designed to help our students stay healthy and active. As described above, our students participate in physical education twice a week. Additionally, we will seek to secure a school location with a large play area and/or playground for students to use during recess.

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

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

### **COURT-ORDERED INTEGRATION**

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

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

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

### **Outreach to Achieve Racial and Ethnic Balance**

The Charter School will partner with KIPP LA Schools Student Recruitment Support Team to develop and implement an annual comprehensive student recruitment plan rooted in established national best practices for recruiting students to achieve racial and ethnic balance. The plan has been designed to ensure that outreach is targeted towards racially and ethnically diverse underserved students in the Charter School’s surrounding communities. During the interest and enrollment periods, the Charter School affirms that it will provide relevant enrollment information to inquiring families through its website, telephone hotline, and by assisting families in person, via email or over the phone as they navigate the recruitment process and requirements.

Each year, the Charter School will implement a multi-pronged recruitment strategy that cuts across the five key areas of student recruitment that have proven to yield optimal outcomes: leveraging families and KIPP LA partners, community engagement, creating partnerships with feeder pre-K and head start programs, marketing, advertising, flyering and neighborhood canvassing. Such student recruitment practices include:

- Enlisting support from current KIPP LA families to provide referrals, conducting open houses, providing information about enrollment at Los Angeles-wide education exhibitions, community events, resource fairs, and public housing development council meetings

- Targeting the siblings of current KIPP LA middle students to enroll in the Charter School. These students and families already know the expectations and culture of KIPP and could become a base for further student recruitment.
- Connecting with pre-K programs, childcare centers, and day cares to create partnerships to identify potential families and students.
- Providing opportunities for families to meet with school staff and learn more about the academic program, school schedule, and other expectations
- Contacting local community leaders and businesses to assist in the recruitment effort by posting information and advertisements about the Charter School geared towards student recruitment.
- Targeting community events and community organizations to build relationships and spread information about the Charter School, such as local festivals and celebrations. Community events are good places to connect with families and potential students who may be of age to attend the Charter School.
- Walking the community and knocking on doors to distribute information about the Charter School. Being visible in the community is also essential so that community members meet the Charter School's Co-School Leaders and begin understanding the mission of the Charter School.
- Developing a coordinated and multi-faceted marketing campaign along with tactic aligned collateral to reach families and spread information about the Charter School. This may include newspaper, bus and radio ads as well as flyers, posters, and postcards mailed to surrounding communities.
- Providing lottery interest form access online for families to expand the Charter School's applicant pool.

Generally, the student recruitment activities for the Charter School starts in September. Throughout the student recruitment outreach process, interested families and parents will complete student interest forms and once the interest form period has ended, applications for enrollment. When distributing applications for enrollment, staff and volunteers will clearly explain the goals and expectations of the Charter School to families, parents and/or students. Follow-up meetings will be scheduled and staff will respond to phone call and e-mails from interested parents as quickly as possible.

Recruitment materials and outreach information will be available in both English and Spanish to best spread the word to the community of East Los Angeles. Those conducting outreach and recruitment will speak the language used by families and community members. Recruitment materials will include information about the Charter School (e.g. the mission statement of the Charter School, pictures of KIPP students, information about the KIPP network of schools, and contact information for the Charter School) in both English and Spanish. The Charter School's website is linked to the KIPP LA Schools website and provides extensive information about the Charter School's instructional vision, mission, goals and values along with additional information about the KIPP national network of public charter schools. Interest forms are available on line.

Recruiting students from the immediately surrounding community will ensure that the Charter School maintains the required racial and ethnic balance. The community surrounding our site is exceptionally diverse and rich in history. We are proud to serve this community and strongly believe students with a variety of life experiences add to the learning experiences of all. Through the community we build at the Charter School, students and families will learn from each other to respect different viewpoints and find commonalities in all people. The Charter School is committed to ensuring that all students and families

involved with our recruitment and outreach process feel welcome and respected. This will create the foundation for a thriving school Team & Family.



# Element 8 – Admission Requirements

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

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

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

## **HOMELESS AND FOSTER YOUTH**

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

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

## **NON-DISCRIMINATION**

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

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

## **Admission Requirements**

The Charter School will be nonsectarian in its programs, admission policies, and all other operations, and will not charge tuition or discriminate against any student based upon any of the characteristics listed in Education Code Section 220. The Charter School will be an open enrollment, tuition-free public school with no specific requirements for admission (e.g. minimum grade point average, test scores, discipline records, etc.) as outlined in Ed Code section 47605(d)(2)A)

The Charter School shall admit all pupils who wish to attend the Charter School. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter School. The Charter School will comply with all laws establishing minimum and maximum age for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state.

The Charter School shall require students who wish to attend the Charter School to complete an Enrollment Interest form. After admission, students will be required to submit an enrollment packet, which shall include the following:

1. *Student enrollment form*
2. *Proof of Immunization*
3. *Home Language Survey*
4. *Completion of Emergency Medical Information Form*
5. *Proof of minimum age requirements*
6. *Release of records*

Outreach efforts will be made by the KIPP LA regional social media and marketing teams that support our schools with outreach and recruitment. KIPP LA schools is always looking to improve past strategies that have included social media posts, radio advertisements, flyers, leaflets and attending community events.

### **Lottery Preferences & Procedures**

The Charter School will implement the following admissions process, including an interest period, public random drawing (“lottery”) if necessary, and official enrollment process. The process and procedures, as well as timeline, will be made available to all families and community members on the Charter School’s website and in hard copy at the Charter School office. Additionally, this information will be distributed, as appropriate, during the recruitment efforts described above.

#### *Admission Preferences*

Preference in the lottery will be given to the following categories of students:

1. *Students whose address of residence lies within the published boundaries of the District.*
2. *Siblings of students currently enrolled at the Charter School.*
3. *Children of KIPP LA regular employees, which includes anyone who is employed by KIPP LA Schools, except temporary employees (as long as that number does not exceed 10% of total enrollment).*

Students currently attending the Charter School are exempt from the lottery per Education Code Section 47605(d)(2)(B).

#### *Interest Period*

All interest forms (applications to enroll) submitted during the interest period, typically starting annually in the fall, (open enrollment period) will be collected and recorded in the Charter School’s enrollment system and a copy of all interest forms is maintained. Interest forms seek minimal student information and parent contact information only, and are made available

both in paper form and online. The dates of the interest period will be made public on the Charter School's website prior to the opening of the interest period. If the number of interest forms received exceeds the capacity of a grade level, a date will be set to hold a lottery to assure all applicants an equal chance of gaining admission in accordance with the preferences listed above. The date of the lottery is also made public on the Charter School's website.

#### *Lottery Proceedings*

*Lotteries* will take place between November and April, will be on a weekday starting at 5pm. The Charter School will seek a location either in or near the location of KIPP LA Prep and in a space large enough to ensure all interested parties may observe the lottery. Families who submit interest forms will receive information about the date, time, and location of the lottery from the Charter School in advance. The information will also be posted on the school's website and online presence. Additionally, calls will be made home. The lottery will be conducted using an automated online system to ensure that the process is fair and equitable for all participants. Qualifying interest forms will receive preference in the automated lottery system, per the preferences outlined above.

#### *Post-Lottery*

All families who submitted an interest form, including both those who did and did not attend the lottery event, will be notified in writing about the results of the lottery by the Charter School within one week of the lottery via a letter sent to the address indicated on the interest form. The letter will indicate whether the child was admitted or waitlisted, and if waitlisted, the number the child is on the waiting list. For students who were admitted to the Charter School, the letter will include steps the family must take and a timeline to return paperwork to enroll the child in the Charter School. The Charter School will maintain records documenting the fair execution of the lottery including the names placed into the lottery, the name of the automated online system used to conduct the lottery, the names of admitted students, and the names and order of those placed on the waiting list. The information will be maintained according to state and county document retention requirements as applicable.

### **Next Steps and Procedures:**

#### *Waitlist Procedures*

If a lottery is required, a numbered waiting list will be created at the time of the lottery and will be ordered randomly by the automated lottery system. After the lottery, the waiting list is never re-ordered. Interest forms submitted after the close of the interest period, or after capacity is reached (if no lottery is required), will be held in abeyance for a subsequent lottery, should the original waitlist be exhausted. Should a vacancy occur, admission will be offered to the next applicant at the top of the waiting list. The Charter School will determine the timeline for wait-listed students to accept admission annually, and it is currently seven days. The waiting list expires annually the day before the lottery for the upcoming year. The above process will also be followed to fill vacant seats for all grades as seats become available each year due to student attrition at the discretion of the Co-School Leaders.

#### *Refinement of Policies*

Notwithstanding the aforementioned, the Charter School may refine lottery policies and procedures during the charter term in accordance with District Material Revision Policy. A copy of the revised policy, designed to improve the Charter School's lottery efforts, shall be provided to the District within 45 calendar days of approval by the Charter School's governing Board and prior to the enrollment period of the year in which the revised lottery policy will be implemented. If refinement of policies and procedures arises to a level that a material revision is required, the Charter School will submit a request for a material revision.

## Element 9 – Annual Financial Audits

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

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

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

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

An annual independent financial audit of the books and records of the Charter School will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law, the audit will employ generally accepted accounting procedures. This audit will be conducted in accordance with Generally Accepted Accounting Principles and applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller’s K-12 Audit Guide, and will verify the accuracy of the Charter School’s financial statements (including its Balance Sheet, Income Statement and Cash Flow Statement), attendance and enrollment accounting practices, and review internal controls.

The KIPP LA Schools Audit Committee will select an independent auditor. The auditor will have, at a minimum, a CPA and educational institution audit experience and will be approved by the State Controller on its published list as an educational audit provider. To the extent required under applicable federal law, the audit scope will be expanded to include items and

processes specified in applicable Office of Management and Budget Circulars. KIPP LA's Chief of Finance & Operations and Controller will work with the auditor to complete the audit.

The annual audit will be completed and forwarded to the District, the Los Angeles County Superintendent of Schools, the State Controller, and to the California Department of Education by the 15th of December of each year by the contracted auditing firm. KIPP LA Schools' Audit Committee will review any audit exceptions or deficiencies with the Chief of Finance & Operations and the Chief Executive Officer and report to the Charter School Board of Directors with recommendations on how to resolve them. The Board of Directors will submit a report to the District explaining how these findings have been or will be resolved to the satisfaction of the District and the anticipated timeline for doing so. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law. The independent financial audit of the Charter School is a public record to be provided to the public upon request.

# Element 10 – Suspension and Expulsion Procedures

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

## **GENERAL PROVISIONS**

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

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

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

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

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

## **STUDENTS WITH DISABILITIES**

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

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

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

## **NOTIFICATION OF THE DISTRICT**

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

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

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

## **OUTCOME DATA**

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

## **REHABILITATION PLANS**

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

## **READMISSION**

Charter School’s governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, Charter School’s governing board shall readmit the pupil, unless Charter School’s governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil’s parent or guardian at the time the



expulsion order is entered and the decision of the governing board, including any related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.

#### **REINSTATEMENT**

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

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

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

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

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

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This policy shall serve as the Charter School's policy and procedures for student suspension and expulsion and it may be amended from time to time without the need to amend the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Student Handbook and will clearly describe discipline expectations. The Charter School administration shall ensure that students and their parents/guardians are notified in writing upon enrollment of all discipline policies and procedures. The notice shall state that this Policy and Procedures are also available on request at the Co-School Leader's office. The Charter School will ensure that the policy in the Student Handbook and the policy in the Co-School Leader's office are consistent.

A student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability pursuant to the Individuals with Disabilities Education Improvement Act of 2004 ("IDEA") or who is qualified for services under Section 504 of the Rehabilitation Act of 1973 ("Section 504") is subject to the same grounds for suspension and expulsion and is accorded the same due process procedures applicable to general education students except when federal and state law mandates additional or different procedures. The Charter School will follow all applicable federal and state laws including but not limited to the California Education Code, when imposing any form of discipline on a student identified as an individual with disabilities or for whom the Charter School has a basis of knowledge of a suspected disability or who is otherwise qualified for such services or protections in according due process to such students.

### *Discipline Foundation Policy*

Throughout the country, KIPP schools have been extremely successful in teaching and overseeing appropriate student behavior. From initially setting expectations for behavior (such as through the Commitment to Excellence) to consistently discussing and reinforcing what good behavior looks like, KIPP students are constantly acculturated to the Charter School's values and expectations.

By acknowledging positive behavior in the classroom and encouraging students to do the same with their peers, the Charter School's teachers will teach each student the importance of modeling and embodying good behavior. Similarly, the Charter School's students will be able to identify and explain times when they are not meeting behavior expectations. This allows for self-correction and reflection. Each classroom at the Charter School will employ a multi-step disciplinary system, which clearly conveys to students the consequences of misbehavior and provides opportunities for improvement. The consistency of this system across classrooms and grade-levels will ensure uniformity of expectations for all students.

- By utilizing a range of progressive disciplinary options, the Charter School will curtail misconduct before there is a need for more serious sanctions. The Charter School is dedicated to working with students and families to address behavior challenges effectively. Potential actions include (but are not limited to):

- Additional assignments to be completed at home and/or at school, overseen by teachers and/or grade level leaders;
- Parent meetings with teachers and/or grade level leader;
- Mandatory study hall during and/or after school (with notification to parent(s)/ guardian and overseen by grade level leader;
- Loss of incentives or privileges;
- Calling plans (requiring the student to call teachers to notify them of homework completion);
- Daily conduct log (in which a student is required to get teacher acknowledgement of appropriate behavior after each class);
- In-school suspension plans, providing opportunity for the teachers or Co-School Leaders to meet with an individual student to discuss misconduct and to determine appropriate consequences;
- Written apology for misconduct;
- A behavior reflection sheet which documents, in real time, student decisions in relation to the values of the school so that problematic choices can quickly be identified and addressed;
- Disciplinary probation with notice to parents and explanation of required improvement;
- Study teams, resource panel teams, or other assessment-related teams;
- Peer presentations of personal improvement plan;
- Referral to school counselor, psychologist, child welfare attendance personnel, or other school support service staff.

Based upon the specific facts and/or issues involved in a situation with a student, intervention from a child welfare attendance specialist may need to be involved. The school shall use this resource to serve the best interest of students when necessary.

Corporal punishment will not, under any circumstances, be used as a disciplinary measure with any student. (Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student.) This commitment by the Charter School does not limit the rights of the Charter School employee to use force that is reasonable and necessary to protect the employee, student(s), staff or other persons, or to prevent damage to school property.

The Co-School Leaders or a designee (designee will be a School Administrative Staff member) will handle all discipline referrals; and based on the severity of the action, will handle each referral on a case by case basis in the best interest of students. The facts of every discipline case are always different. The policy shall be implemented uniformly and administration will take the individual facts of each case into consideration while determining the best course of action for students. The Co-School Leaders or the designee will document on the disciplinary referral how the action was handled. The discipline referral will be sent home to be signed by the student's parent or guardian and must be returned the following day. A copy of the referral will be given to the classroom teacher and one will be kept on file with the Co-School Leaders or designee.

#### *Suspension and Expulsion Policy*

The Charter School's Student Suspension and Expulsion Policy promotes learning and protects the safety and well-being of all students and staff, Staff shall enforce disciplinary rules and procedures fairly and consistently among all students. The School Leader or designee will ensure that students and their parents or guardians are notified in writing upon enrollment of all discipline policies and procedures. The policy and procedures will be set forth in the Student and Parent Handbook.

#### *Grounds for Suspension and Expulsion*

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

#### *Categories for Suspension and Expulsion*

Category 1 Offenses – Student Offenses with NO School Leader Discretion (except as otherwise precluded by law)

*Category 1 offenses require that the School Leader shall immediately suspend and recommend expulsion when the following occur at school or at a school activity off campus. Education Code Section ("EC") 48915(c):*

1. Possessing, selling, or furnishing a firearm. EC 48915(c)(1); 48900(b)
2. Brandishing a knife at another person. EC 48915(c)(2); 48900(a)(1); and 48900(b)
3. Unlawfully selling a controlled substance. EC 48915(c)(3); 48900(c)
4. Committing or attempt to commit a sexual assault or committing a sexual battery (as defined in EC 48900(n); 48915(c)(4); and 48900(n)
5. Possession of an explosive EC 48915(c)(5); 48900(b)

Category 2 Offenses – Student Offenses with LIMITED School Leader Discretion

*Category 2 offenses require that the School Leader suspend and must recommend expulsion when the following occur at school or at a school activity off campus unless the School Leader determines that the expulsion is inappropriate. EC 48915(a).*

1. Causing serious physical injury to another person, except in self-defense. EC 48915(a)(1)(A); 48900(a)(1)
2. Possession of any knife, explosive, or other dangerous object of no reasonable use to the pupil. EC 48915(a)(1)(B); 48900(b)
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) EC 48915(a)(1)(C); 48900(c)
4. Robbery or extortion EC 48915(a)(1)(D); 48900(e)
5. Assault or battery (or attempt thereof) upon any school employee EC 48915(a)(1)(E); 48900(a)(1); and 48900(a)(2)

Category 3 Offenses – Student Offenses with BROAD School Leader Discretion

*School Leader may suspend and recommend expulsion when the following occur at any time, including but not limited to, while on school grounds, while going to or coming from school, during the lunch period, whether on or off the campus; or while going to or coming from, a school sponsored activity. EC 48915(b) and (e)*

1. Caused, attempted to cause, or threatened to cause physical injury to another person. (Unless, in the case of “caused,” the injury is serious. EC 48900(a)(1); 48915(b)
2. Unlawful possession of any controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
3. Sold, furnished, or offered a substitute substance represented as a controlled substance. EC 48900(d); 48915(b)
4. Caused or attempted to cause damage to school or private property. EC 48900(f); 48915(e)
5. Stole or attempted to steal school or private property. EC 48900(g); 48915(e)
6. Possessed or used tobacco. EC 48900(h); 48915(e)
7. Committed an obscene act or engaged in habitual profanity or vulgarity. EC 48900(i); 48915(e)
8. Possessed, offered, arranged, or negotiated to sell any drug paraphernalia. EC 48900(j); 48915(e)
9. Knowingly received stolen school or private property. EC 48900(l); 48915(e)
10. Possessed an imitation firearm. EC 48900(m); 48915(e)
11. Engaged in harassment, threats, or intimidation against a pupil or group of pupils or school district personnel. EC 48900.4; 48915(e) (Grades 4 through 12 inclusive)
12. Engaged in sexual harassment. EC 48900.2; 48915(e) (Grades 4 through 12 inclusive)
13. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence. EC 48900.3; 48915(e) (Grades 4 through 12 inclusive)
14. Made terrorist threats against school officials or school property, or both. EC 48900.7; 48915(e)
15. Willfully used force or violence upon the person of another, except in self-defense. EC 48900(a)(2); 48915(b)

16. Harassed, threatened, or intimidated a pupil who is a complaining witness or witness in a disciplinary action. EC 48900(o); 48915(e)
  17. Any behavior listed in Category 1 or 2 that is related to school activity or school attendance but that did not occur on campus or at a school activity off campus. EC 48915(b)
  18. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. EC 48900(p); 48915(e)
  19. Engaged in, or attempted to engage in hazing. EC 48900(q); 48915(e)
  20. 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. EC 48900(r); 48915(e)
  21. Aided or abetted the infliction of physical injury to another person (suspension only). EC 48900(t); 48915(e)
- For Categories 2 and 3, the school must provide evidence of one or both of the following additional findings: (1) Other means of correction are not feasible or have repeatedly failed to bring about proper conduct, (2) Due to the nature of the act, the student's presence causes a continuing danger to the physical safety of the pupil or others.

#### *Potential Disciplinary Actions*

In general, a suspension may be imposed only when other means of correction fail to bring about the proper conduct. However, with respect to the violations set forth in Education Code Section 48900, subdivisions (a) – (e), i.e., the first five enumerated under Category 3 offenses enumerated list above, an out-of-school suspension may be authorized for a first offense. (Additionally, a suspension for any of the above-listed violations is permissible if a student's presence causes a danger to persons or property or threatens to disrupt the instructional process.) Education Code Section 48900.5. Expulsion for a violation of subsections (a) – (e) is permitted based upon the recommendation of the School Leader and a finding by the KIPP LA Board (or a designated committee thereof) that the student committed the offense and that either: (a) other means are not feasible or have repeatedly failed to correct the behavior; or (b) due to the nature of the act, the student's presence would cause a continuing danger to personal safety. Education Code Section 48915(b)

With respect to the remaining violations set forth above, except as otherwise noted (with respect to acts triggering mandatory expulsion consideration), a suspension is permitted only when other corrective actions have failed to bring about the proper conduct. However, prior corrective action is not a prerequisite if a student's presence would cause a danger to persons or property. Expulsion for these offenses are limited to situations in which the Chief Executive Officer or School Leader/designee has made a recommendation based on a finding that one of these enumerated offenses was committed, and the Board has found (or a designated committee thereof) that either: (a) other means of disciplining are not feasible or have repeatedly failed to correct the behavior; or (b) due to the nature of the act, the presence of the student would cause a continuing danger to someone's personal safety. Education Code Section 48915(e). An appeal of this finding would go to a full Board. The Charter School provides an in-school suspension program to avoid any loss of instructional time. A student suspended from a school for any of the enumerated offenses may be assigned, by the School Leader or the School Leader's designee, to a supervised suspension classroom for the entire period of suspension if the student poses no imminent danger or threat to the campus, pupils, or staff, or if an action to expel the pupil has not been initiated. The Charter School follows the same

notice and conference requirements for in-school suspension as for out of school suspension. In-school suspension is supervised by a credentialed teacher responsible for gathering assignments from the student's teachers of record and providing a small group environment with close supervision and assistance in completing the work. The credentialed teacher remains in the room to monitor on-task behavior and provide tutoring when needed. The in-school suspension program includes a physical education component. On the rare occasion of a student with an IEP participating in the in-school suspension program, an itinerant RSP teacher visits the individual student to provide the assigned daily minutes prescribed in the IEP, and the student goes to all other DIS services as scheduled.

#### *Suspension Procedures*

The policies and procedures for suspension and expulsion will be periodically reviewed and the list of offenses for which students are subject to suspension and expulsion will be modified as necessary. Such modifications will be in compliance with the law and may be submitted to the District for review. The Charter School will account for suspended or expelled students in its average daily attendance accounting as provided by law.

#### *Authority*

The School Leader, or a designee, determines if a suspension is to be imposed and, if so, the appropriate length.

#### *Informal Conference*

Suspension shall be preceded by an informal conference conducted by the School Leader, or designee, with the student with his or her parent/guardian and, whenever practicable, the teacher, supervisor or school employee who referred the student to the School Leader. At the conference, the student 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 support of his/her defense. (EC 48911(b)).

This conference may be omitted if the School Leader, 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 the conference. The conference shall be held within two school days, unless the parent/guardian waives the right to it or is physically unable to attend for any reason. In such case, the conference shall be held as soon as the student is physically able to return to school. (EC 48911).

### *Notice to Parents/Guardians*

At the time of the suspension, a school employee 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. (EC 48911)

This notice shall state the specific offenses committed by the student. (EC 48900.8)

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 may add that state law requires the parent/guardian to respond to such requests without delay.

### *Parent/Guardian Conference*

Whenever a student is suspended, school officials may meet with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved, and any other pertinent matters. (EC 48914)

While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, no penalties may be imposed on the student for the failure of the parent/guardian to attend such conference. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent or guardian at the conference. (EC 48911).

### *Time Limits*

Absent a recommendation for expulsion, a student's single suspension period (whether in or out of school) shall not exceed five (5) school days. As addressed in EC 48903(a), the total number of days for which a pupil may be suspended from school shall not exceed twenty (20) school days in any school year. A student with IEP can only be suspended for 10 days.

Upon a recommendation of expulsion by the Chief Executive Officer, School Leader/Designee, the pupil and the pupil's guardian or representative will be invited to a conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. This determination will be made by the Chief Executive Officer, School Leader/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, and it can be extended up to fifteen (15) days unless the parent/guardian requests to postpone the expulsion hearing for up to 30 calendar days. The student will have the opportunity to complete instructional activities missed due to his or her suspension and will be able to communicate with designated school staff for any questions and for evaluation of work.

### *Suspension Appeals*

Within 10 days of receiving the notice of suspension, the parent/guardian may submit a written appeal to the Student Discipline Committee of the KIPP LA Board, which is a subcommittee of the KIPP LA Board of Directors. The Student Discipline Committee will conduct the suspension appeal review. The suspension appeal review will include a review of all evidence that was the basis for the suspension to determine whether the suspension should be sustained. The Student Discipline Committee decision is final. If the parent/guardian objects to the Committee's decision, the parent/guardian may submit a written objection which should be included in the student's discipline records if the parent so requests.

### *Access to Educational Materials*

During the period of the suspension, the Charter School will ensure that the student has access to the necessary educational materials by ensuring that classwork, homework, and other resources are made available to the student on a daily basis. The School Leader, and/or designee, will oversee the process in which these materials are distributed to students during suspension.

### **Expulsion Procedures**

#### *Definition*

Expulsion is the involuntary removal of a student from all schools and programs of KIPP LA for an extended period of time for acts of specified misconduct. Except for single acts of a grave nature and mandatory grounds for expulsion, expulsion is used only when the School Leader determines that, all other behavior supports, plans, and interventions, have failed to bring about proper conduct, and/or the student's presence causes a continuing danger to other students.

#### *Authority*

The KIPP LA Schools Chief Executive Officer and School Leader/Designee, have the authority to make expulsion recommendations. Final action is only taken by vote after the hearing of the designated school discipline committee of the KIPP LA Schools Board of Directors.

#### *Notice of Hearing*

In the event that the Chief Executive Officer, the Chief Academic Officer and/or the School Leader recommend a student for expulsion from the Charter School, the School shall promptly provide written notice to the student and parents/ guardians at least 10 calendar days before the date of the expulsion hearing. The notification shall include:

- A statement of facts, charges and offense(s) upon which the proposed expulsion is based;
- The date, time and location of the expulsion hearing;
- A copy of the school's disciplinary rules which relate to the alleged violation;
- Guidance around the opportunity for the student or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
- Notice of the student's right to obtain and inspect all copies of documents to be used at the hearing, and confront and question all witnesses who testify at the hearing, and question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses; and
- Notice of the obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment, if expelled.



### *Hearing*

The expulsion hearing must occur within thirty (30) school days after the date the school leader determines that the student has committed any of the acts enumerated in EC 48900, unless the parent/guardian requests a postponement of the hearing. Likewise, the hearing shall not be held fewer than ten days following the written notification of due process rights unless the student and family/guardian waive their rights to ten days' notice. (EC 48918).

Once determined that a student has committed an expellable offense, an expulsion hearing is held, in closed session, before an administrative panel of KIPP LA Schools. In connection with such a hearing and to effectuate an unbiased process, no School Leader or other school personnel who were involved in the underlying disciplinary action shall participate in any vote by the administrative panel. KIPP LA School's administrative panel shall consist of three members. The members will include either, school administrators, school support team members, and/or school operations personnel within the KIPP LA Schools region. The administrative panel gives evidence and information to the Student Discipline Committee.

The student's advocate can be any person (attorney or non-attorney) of the student's choice who is willing and able to represent the student at the expulsion hearing. The student and his/her advocate may present their evidence and arguments, question witnesses, call witnesses, and present materials to the board for consideration. A record of the hearing will be made and, if necessary, a translator will be present at the hearing. The student's parent or guardian will be given access to this record.

### *Record of Hearing*

Pursuant to EC 48918, a record of the hearing shall be made either by electronic recording and/or stenography. All documents and/or evidence presented at the hearing shall be maintained at the Charter School and school support office. Upon request, records may be released to the student, student's advocate, or parent/guardian(s) within a reasonable time frame. Said records shall also be provided to the KIPP LA Schools Board in the event of an appeal proceeding.

### *Procedures for Expulsion Hearing Involving Sexual Assault and Battery Offenses*

In certain expulsion cases, the Charter School may, upon a finding of good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, only the Charter School or hearing officer, who is the General Counsel of KIPP LA Schools or designee, may present the testimony of the witness at the hearing in the form of sworn declarations that shall be examined. Copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil. The following outlines the procedures to be followed for all cases involving sexual assault and/or battery:

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

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

### *Presentation of Evidence*

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. If, due to a written request by the expelled student, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

### *Post Hearing Procedures*

Within in three (3) days after the hearing, the administrative panel shall submit their decision to expel to the KIPP LA Board-Student Discipline Committee. The Committee shall consist of three (3) members of the KIPP LA School's board that volunteer to serve on said committee. The Student Discipline Committee shall decide within seven (7) calendar days whether or not to approve. The Student Discipline Committee shall decide whether or not to approve the recommendation to expel. Any decision, made by Student Discipline Committee, to accept the recommendation to expel must be based upon a finding of facts derived from the evidence presented to the administrative panel. Any decision made by Student Discipline Committee, to expel must be based upon substantial evidence relevant to the charges adduced at the expulsion hearing.

The Student Discipline Committee of the KIPP LA Schools Board, upon voting to expel a pupil, may suspend the enforcement of the expulsion order for a period of not more than one calendar year and may, as a condition of the suspension of enforcement, assign the pupil to another school or class for the rehabilitation of the pupil. The rehabilitation program to which the pupil is assigned may provide for the involvement of the pupil's parent or guardian in his or her child's education in ways that are specified in the rehabilitation program. A parent or guardian's refusal to participate in the rehabilitation program shall not be considered in the KIPP LA board's determination as to whether the pupil has satisfactorily completed the rehabilitation program. (EC 48917)

### *Notification to Parent(s)/Guardians(s)*

Upon the school discipline committee's issuance of a decision, the Chief Executive Officer or designee, will make contact with the parent(s)/guardian(s) within 3 days via telephone and certified mail via USPS advising them of the committee's decision, and email (if email address is available). Any decision to expel shall include the term of the expulsion as well as details of a rehabilitation plan and will be provided in a formal notice to parent(s)/guardian(s). The notice shall advise the parent(s)/guardian(s) of their right to appeal and access to records of the proceedings.

### *Right to Appeal*

Parents and/or guardians have the right to appeal expulsions to the board of KIPP LA Schools excluding the members of the Student Discipline Committee who approved the recommendation for expulsion. Members of the Student Discipline Committee will not participate with the full board for the appeal. A parent must submit a written appeal within 10 calendar days of being informed of the expulsion decision by the board's committee on school discipline. The appeal must include a

statement briefly describing the reason in which the Student Discipline Committee's decision should be reversed. The appeal must be sent to the General Counsel and/or Chief Academic Officer.

KIPP LA Schools board review is limited to the record of proceeding held before the administrative panel and recommendations presented to the Student Discipline Committee. Unless evidence was improperly excluded or, in the exercise of reasonable diligence, could not be produced at the time of the expulsion hearing, no evidence other than that contained in the record of proceeding may be heard. The full board of KIPP LA Schools shall review the expulsion record and make a determination as to whether the expulsion should be sustained. The decision of the full board is final. This review will occur within seven (7) calendar days of receipt of the written appeal.

KIPP LA Schools Chief of Employee Solutions & Legal Affairs will notify the parent(s)/guardian(s) of the date, time, and location of the appeal hearing in writing. The notice shall include language advising the parent(s)/guardian(s) that failure to appear at the hearing may be deemed an abandonment of the appeal by the board. Unless otherwise excused by the KIPP LA Schools board, failure of the appellant or parent/guardian to appear at the scheduled hearings or to pursue the appeal with diligence within the time frames established above, may be deemed an abandonment of the appeal and the KIPP LA Schools board may dismiss the appeal.

#### *Students with Disabilities*

##### Special Procedures for the Consideration of Suspension and Expulsion of Students with Disabilities

###### 1. Notification of SELPA

The Charter School shall immediately notify the SELPA and coordinate the procedures in this policy with the SELPA of the discipline of any student with a disability or student that the Charter School or the SELPA would be deemed to have knowledge that the student had a disability.

###### 2. Services During Suspension

Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting (which could constitute a change of placement and the student's IEP would reflect this change), and to progress toward meeting the goals set out in the child's IEP/504 Plan; and receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

###### 3. Procedural Safeguards/Manifestation Determination

Within ten (10) school days of a recommendation for expulsion or any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the Charter School, the parent, and relevant members of the IEP/504 Team shall review all relevant information in the student's file, including the child's IEP/504 Plan, any teacher observations, and any relevant information provided by the parents to determine:

- a. If the conduct in question was caused by, or had a direct and substantial relationship to, the child's disability; or
- b. If the conduct in question was the direct result of the local educational agency's failure to implement the IEP/504 Plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that either of the above is applicable for the child, the conduct shall be determined to be a manifestation of the child's disability.

If the Charter School, the parent, and relevant members of the IEP/504 Team make the determination that the conduct was a manifestation of the child's disability, the IEP/504 Team shall:

- a. Conduct a functional behavioral assessment and implement a behavioral intervention plan for such child, provided that the Charter School had not conducted such assessment prior to such determination before the behavior that resulted in a change in placement;
- b. If a behavioral intervention plan has been developed, review the behavioral intervention plan if the child already has such a behavioral intervention plan, and modify it, as necessary, to address the behavior; and
- c. Return the child to the placement from which the child was removed, unless the parent and the Charter School agree to a change of placement as part of the modification of the behavioral intervention plan.

If the Charter School, the parent, and relevant members of the IEP/504 Team determine that the behavior was not a manifestation of the student's disability and that the conduct in question was not a direct result of the failure to implement the IEP/504 Plan, then the Charter School may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

#### 4. Due Process Appeals

The parent of a child with a disability who disagrees with any decision regarding placement, or the manifestation determination, or the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, may request an expedited administrative hearing through the Special Education Unit of the Office of Administrative Hearings or by utilizing the dispute provisions of the 504 Policy and Procedures.

When an appeal relating to the placement of the student or the manifestation determination has been requested by either the parent or the Charter School, the student shall remain in the interim alternative educational setting pending the decision of the hearing officer in accordance with state and federal law, including 20 USC Section 1415(k), until the expiration of the forty-five (45) day time period provided for in an interim alternative educational setting, unless the parent and the Charter School agree otherwise.

#### 5. Special Circumstances

Charter School personnel may consider any unique circumstances on a case-by-case basis when determining whether to order a change in placement for a child with a disability who violates a code of student conduct.

The Chief Executive Officer or designee may remove a student to an interim alternative educational setting for not more than forty-five (45) school days without regard to whether the behavior is determined to be a manifestation of the student's disability in cases where a student:

- a. Carries or possesses a weapon, as defined in 18 USC 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or

c. Has inflicted serious bodily injury, as defined by 20 USC 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

The student's interim alternative educational setting shall be determined by the student's IEP/504 Team.

7. Procedures for Students Not Yet Eligible for Special Education Services

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

The Charter School shall be deemed to have knowledge that the student had a disability if one of the following conditions exists:

a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.

b. The parent has requested an evaluation of the child.

c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

If the Charter School knew or should have known the student had a disability under any of the three (3) circumstances described above, the student may assert any of the protections available to IDEA-eligible children with disabilities, including the right to stay-put.

If the Charter School had no basis for knowledge of the student's disability, it shall proceed with the proposed discipline. The Charter School shall conduct an expedited evaluation if requested by the parents; however, the student shall remain in the education placement determined by the Charter School pending the results of the evaluation.

The Charter School shall not be deemed to have knowledge that the student had a disability if the parent has not allowed an evaluation, refused services, or if the student has been evaluated and determined to not be eligible.

# Element 11 – Employee Retirement Systems

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

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

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

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

All Charter School staff will participate in Social Security and will have the option join a 401(k) plan. The Charter School will participate in the State Teachers’ Retirement System or the Public Employees’ Retirement System. KIPP LA Schools Chief of Employee Solutions and Legal Affairs will be responsible for ensuring that appropriate and timely arrangements for coverage under Social Security and the 401(k) have been made.

## **Certificated Staff Members**

In addition to Social Security, full-time certificated teaching positions can participate in the 401(k). KIPP LA will provide a match to employee’s 401(k) contributions over the following schedule:

1. Up to 2% of the employee’s salary in the first fiscal year of employment;
2. Up to 3% of the employee’s salary in the second fiscal year of employment;
3. Up to 4% of the employee’s salary in the third fiscal year of employment;
4. Up to 6% of the employee’s salary in the fourth fiscal year of employment and beyond.

## **Non-certificated Staff Members**

In addition to Social Security, full-time non-certificated positions can participate in the 401(k) and receive matching contributions according to the schedule identified above.

## **Other Staff Members**

All other staff members will participate in Social Security only.

## Element 12 – Public School Attendance Alternatives

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

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

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

The Charter School is a school of choice. As such, no student shall be required to attend the Charter School.

Those who choose not to attend will have the right to attend any other school in their attendance area in keeping with existing enrollment policies of the District and/or see intra- or inter-district transfer in accordance with existing enrollment and transfer policies.

Parents and guardians of each student enrolled in the Charter School will be informed that enrollment in the charter provides no right to enrollment in any other school in the local educational agency, except to the extent that such a right is extended by the local educational agency. Parents and guardians of each student enrolled in the Charter School will be informed that enrollment in the Charter School provides no right to enrollment in any other school in the local educational agency, except to the extent that such a right is extended by the local educational agency.



## Element 13 – Rights of District Employees

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

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

No public school district employee shall be required to work at the Charter School. Employees of the District who choose to leave the employment of the District to work at the Charter School will have no automatic rights of return to the District after employment by KIPP LA Schools unless specifically granted by the District through a leave of absence or other agreement. Charter School employees shall have any right upon leaving the District to work in the Charter School that the District may specify, any rights of return to employment in a school district after employment in the Charter School that the District may specify, and any other rights upon leaving employment to work in the Charter School that the District determines to be reasonable and not in conflict with any law.

All employees of the Charter School will be considered the exclusive employees of KIPP LA Schools and not of the District, unless otherwise mutually agreed in writing. Sick or vacation leave or years of service credit at the District or any other school district will not be transferred to the Charter School. Employment by KIPP LA Schools provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

## Element 14 – Mandatory Dispute Resolution

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

### **GENERAL PROVISIONS**

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

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

### **PROPOSITION 39 DISPUTES**

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

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

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

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

Carlos Lanuza  
KIPP LA College Preparatory  
2810 Whittier Blvd, Los Angeles, CA 90023

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

#### **NON-PROPOSITION 39 DISPUTES**

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

- 1) Any Dispute shall be communicated in writing (“Written Notification”). The Written Notification must identify the nature of the Dispute and any supporting facts. The Written Notification shall be tendered to the other party by personal delivery, by facsimile, or by certified mail. The Written Notification shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00 p.m., or

otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

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

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

Carlos Lanuza  
KIPP LA College Preparatory  
2810 Whittier Blvd, Los Angeles, CA 90023

- 2) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been otherwise resolved by mutual agreement, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 5) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.

### **Internal Disputes**

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School’s operations. Parents, students, Board members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School’s policies and internal dispute resolution process.

# Element 15 – Charter School Closure Procedures

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

## **REVOCACTION OF THE CHARTER**

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

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

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

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

## **CLOSURE ACTION**

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

## **CLOSURE PROCEDURES**

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

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

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

### **Notification of Closure Action**

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

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

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

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure

3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

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

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

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

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

Notification of employees and vendors shall include:

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

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

### **Records Retention and Transfer**

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

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

3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.
4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).
7. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.
8. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
9. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

### **Financial Close-Out**

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

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

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

This audit may serve as Charter School's annual audit if it meets all of the requirements of the annual audit.



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Closure of the Charter School will be documented by official action of the Board of Directors. The action will identify the reason for closure. The official action will also identify an entity and person or persons (likely the CEO) responsible for closure-related activities.

The Charter School will promptly notify parents and students of the Charter School, the District, the Los Angeles County Office of Education, the Charter School's SELPA, the retirement systems in which the Charter School's employees participate, and the California Department of Education of the closure as well as the effective date of the closure. This notice will also include the name(s) of and contact information for the person(s) to whom reasonable inquiries may be made regarding the closure; the pupils' school districts of residence; and the manner in which parents/guardians may obtain copies of pupil records, including specific information on completed courses and credits that meet graduation requirements.

The Charter School will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which they will provide to the entity responsible for closure-related activities. As applicable, the Charter School will provide parents, students and the District with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g. The Charter School will ask the District to store original records of Charter School students. All student records of the Charter School shall be transferred to the District upon Charter School closure. If the District will not or cannot store the records, the Charter School shall work with the County Office of Education to determine a suitable alternative location for storage.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to the District promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School. The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the nonprofit public benefit corporation. Upon the dissolution of the nonprofit public benefit corporation, all net assets shall be distributed in accordance with the Articles of Incorporation. Any assets acquired from the District or District property will be promptly returned upon Charter School closure to the District. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted. On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School. As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the

dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies. As specified by the Budget provided the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

# Additional Provisions

## FACILITIES

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

### **District-Owned Facilities**

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

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

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

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

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

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

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

*to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.*

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

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

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

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

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

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

## **INSURANCE**

### **Insurance Requirements**

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

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

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment, or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.
5. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
8. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.



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

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

#### **Evidence of Insurance**

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

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

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

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

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

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

#### **FISCAL MATTERS**

##### **District Oversight Costs**

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

### **Cash Reserves**

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

### **Third Party Contracts**

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

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

*In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.*

### **Student Body Funds**

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

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

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

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

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

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

- Charter School’s enrollment process,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

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

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

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

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

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

#### **Local Control and Accountability Plan**

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

# ADDENDUM

## Assurances, Affirmations, and Declarations

[KIPP LA College Prep] (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); Ed. Code § 220.)
- Except as provided in Education Code section 47605(d)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(d)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(d)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). (Ed. Code § 47605(d)(2)(B).)
- *If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. (Ed. Code § 47605(d)(3).)*
- *Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(c)(1).)*
- *Consult, on a regular basis, with Charter School’s parents, legal guardians, and teachers regarding the school’s educational programs. (Ed. Code § 47605(c)(2).)*

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

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

## Element 1 – The Educational Program

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

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

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

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

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

## **ACADEMIC CALENDAR AND SCHEDULES**

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

## **MATHEMATICS PLACEMENT**

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

## **TRANSITIONAL KINDERGARTEN**

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

## **HIGH SCHOOL EXIT EXAMINATION**

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

## **WASC ACCREDITATION**

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

## **ENGLISH LEARNERS**

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

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

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

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

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

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

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

## **STUDENTS WITH DISABILITIES**

### **Federal Law Compliance**

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

### **Special Education Program**

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

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

### **SELPA Reorganization**

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



## **Modified Consent Decree Requirements**

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

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

- End of Year Suspension

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

- Statewide Assessment Data

The standard file including District ID.

- Norm day

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

- CBEDS

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

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

- Dropout

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

- Monthly SESAC and Suspension data

- Graduation roster from all charter schools with 12th grade students with disabilities

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

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

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

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

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

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

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

### **STANDARDIZED TESTING**

Charter School agrees to comply with state requirements for participation and administration of all state-mandated tests, including computer-based assessments. Charter School shall submit and maintain complete, accurate, and up-to-date California Longitudinal Pupil Achievement Data System (CALPADS)

data in accordance with the requirements of California Code of Regulations, title 5, section 861. Charter School hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as Charter School. Upon request, Charter School shall submit, in the requested format (e.g., CD), a copy of the results of all state-mandated tests to the District.

## Element 4 – Governance

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

### **GENERAL PROVISIONS**

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

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

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

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

### **LEGAL AND POLICY COMPLIANCE**

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policies as it relates to charter schools adopted through Board action.<sup>8</sup>

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<sup>8</sup> The District is in the process of compiling a list of LAUSD policies that apply to its authorized charter schools. The list will be finalized by April 1, 2018. Charter Schools Division staff will annually review District policies and make recommendations to the LAUSD Board of Education on continued application to charter schools.

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

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

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

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

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

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

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

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

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

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

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

## **RESPONDING TO INQUIRIES**

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

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

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

## **NOTIFICATION OF THE DISTRICT**

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

## **STUDENT RECORDS**

Upon receipt of a student records request from a receiving school/school district, Charter School shall transfer a copy of the student's complete cumulative record within ten (10) school days in accordance with Education Code section 49068. Charter School shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event Charter School closes, Charter School shall comply with the student records transfer provisions

in Element 15. Charter School shall comply with the requirements of Education Code section 49060 et seq., which include provisions regarding rights to access student records and transfer of records for youth in foster care.

## **PARENT ENGAGEMENT**

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

## **FEDERAL PROGRAM COMPLIANCE**

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

# Element 5 – Employee Qualifications

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

## **EQUAL EMPLOYMENT OPPORTUNITY**

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

## **ESEA/ESSA AND CREDENTIALING REQUIREMENTS**

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

## **Element 6 – Health and Safety Procedures**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

### **SUICIDE PREVENTION POLICY**

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

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

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

### **COURT-ORDERED INTEGRATION**

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

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

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

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

## Element 8 – Admission Requirements

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

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

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

### **HOMELESS AND FOSTER YOUTH**

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

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

## **NON-DISCRIMINATION**

Charter School shall not require a parent/legal guardian/student to provide information regarding a student's disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, or any other information that would violate federal or state law, prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter. Charter School shall not request or require submission of a student's IEP, Section 504 Plan, or any other record or related information prior to admission, participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment.

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

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

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

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

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

# Element 10 – Suspension and Expulsion Procedures

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

## **GENERAL PROVISIONS**

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

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

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

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

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

## **STUDENTS WITH DISABILITIES**

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

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

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

## **NOTIFICATION OF THE DISTRICT**

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

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

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

## **OUTCOME DATA**

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

## **REHABILITATION PLANS**

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

## **READMISSION**

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

## **REINSTATEMENT**

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

## **GUN-FREE SCHOOLS ACT**

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

# Element 11 – Employee Retirement Systems

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

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

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

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

## Element 12 – Public School Attendance Alternatives

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

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

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

## Element 13 – Rights of District Employees

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

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

## Element 14 – Mandatory Dispute Resolution

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

### **GENERAL PROVISIONS**

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

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

### **PROPOSITION 39 DISPUTES**

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

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

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

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

Director/Principal  
[Charter School Name]  
[Charter School Address]

- 2) A written response ("Written Response") shall be tendered to the other party within fifteen (15) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following



personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.

- 3) If the Dispute has not been resolved by mutual agreement from the Written Response, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, and conclude within forty (40) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 5) If the mediation is not successful, either party may then initiate a civil action. Venue for any civil action between the parties shall be the Los Angeles County Superior Court.

### **NON-PROPOSITION 39 DISPUTES**

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

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

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

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

Director/Principal  
[Charter School]  
[Charter School Address]

- 2) *A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.*
- 3) *If the Dispute has not been otherwise resolved by mutual agreement, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.*
- 4) *If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.*
- 5) *If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.*

# Element 15 – Charter School Closure Procedures

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

## **REVOCATION OF THE CHARTER**

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

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

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

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

## **CLOSURE ACTION**

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

## **CLOSURE PROCEDURES**

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

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

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

### **Notification of Closure Action**

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

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

8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

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

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

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

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

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

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

Notification of employees and vendors shall include:

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

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

## **Records Retention and Transfer**

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

1. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.
4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).
7. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.
8. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
9. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

## **Financial Close-Out**

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

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

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

This audit may serve as Charter School's annual audit if it meets all of the requirements of the annual audit.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

## Additional Provisions

### **FACILITIES**

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

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

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

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

For a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process, the term may be co-terminous with the approved Charter, as permitted by law. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the LAUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1<sup>st</sup> or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted

to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30<sup>th</sup> of said school year.

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

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

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

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

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

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

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

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

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

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

## **INSURANCE**

### **Insurance Requirements**

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

protect Charter School from claims which may arise from its operations. Each Charter School location shall meet the below insurance requirements individually.

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

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment, or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.
5. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
8. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.

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

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

### **Evidence of Insurance**

Charter School shall furnish to the District's Division of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28<sup>th</sup> Floor, Los Angeles CA 90017 within 30 calendar days of all new policies, 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 Charter School, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of Charter School.

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

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

## **FISCAL MATTERS**

### **District Oversight Costs**

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

### **Cash Reserves**

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

### **Third Party Contracts**

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

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

*In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.*

### **Student Body Funds**

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

### Audit and Inspection of Records

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

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

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

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

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

### **Fiscal Policies and Procedures**

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

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

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

### **Local Control and Accountability Plan**

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