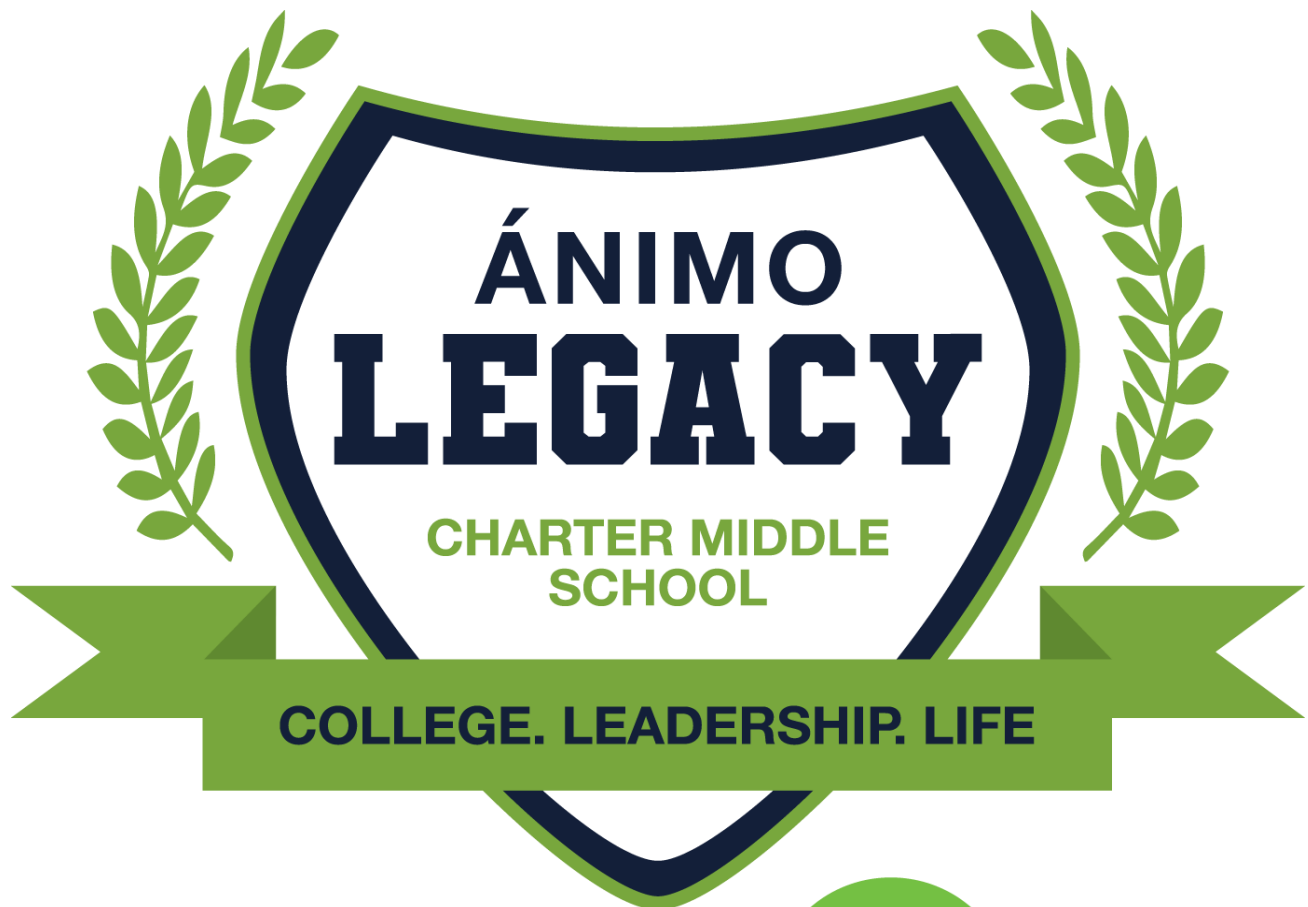


**LAUSD BOARD  
CONDITIONALLY  
APPROVED**



**11/24/20  
(BR 121-20/21)  
TERM: 2021-2026**

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



Green Dot Public **schools**

For the Term July 1, 2021 to June 30, 2026

**Submitted September 15, 2020 to:  
Los Angeles Unified School District  
Board of Education**

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## Assurances, Affirmations and Declarations

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

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(e)(1).)
- Not charge tuition. (Ed. Code § 47605(e)(1).)
- Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status. (Ed. Code § 47605(e)(1); Ed. Code § 220.)
- Except as provided in Education Code section 47605(e)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(e)(1).)<sup>1</sup>
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(e)(2)(A).)<sup>2</sup>
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation, and shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B).)
- Charter school shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited

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

<sup>2</sup> This assurance is subject to the terms of the District’s Attendance Boundary State Waiver for Public School Choice for the duration of Charter School’s participation in the District’s Public School Choice program

to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4).)

- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. (Ed. Code § 47605(e)(3).)
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School’s parents, legal guardians, and teachers regarding the school’s educational programs. (Ed. Code § 47605(d)(2).)
- Pursuant to the Public School Choice (PSC) Resolution, Charter School provides the following assurances:
  - Charter School is a not for profit entity.
  - Charter School shall maintain a record of financial solvency and sustainability.
  - Charter School agrees that the student composition at Charter School will be reflective of the student composition at the schools it is intended to relieve (in terms of demographics, including but not limited to race/ethnicity, gender, socio-economic status, English Learners, Standard English Learners, students with disabilities, and foster youth). Charter School shall ensure that ongoing review mechanisms are and remain in place to make sure that retention and student composition at Charter School continues to reflect that of the surrounding community.
  - In accordance with the Attendance Boundary State Waiver for Public School Choice, Charter School agrees to provide first choice attendance to students, including students with disabilities, who reside within the attendance boundary established by the District for the Public School Choice campus. Thereafter, any remaining available seats will be filled with any student who wishes to attend Charter School on the PSC campus pursuant to the requirements of Education Code sections 47605(d)(1) and 47605(d)(2)(B). The District’s waiver of sections 47605(d)(1) and 47605(d)(2)(A) from the State Board of Education codifies these requirements.
  - As a PSC charter school, Charter School further agrees that it shall not refuse enrollment to any resident student who wishes to attend the school unless and until the Los Angeles Unified School District, in its sole discretion, has determined that the resident student enrollment exceeds the District’s established maximum operational enrollment capacity for the school. Charter School understands and agrees that the

attendance boundary configuration as well as the maximum operational enrollment capacity of the school is determined by and subject to change at the sole discretion of the District.

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

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

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

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

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

apply in order to provide LAUSD the flexibility of offering a program it deems appropriate for the area.

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

## **Element 1: The Educational Program**

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

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

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

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

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

### **ACADEMIC CALENDAR AND SCHEDULES**

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

### **MATHEMATICS PLACEMENT**

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

**TRANSITIONAL KINDERGARTEN**

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

**WASC ACCREDITATION**

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

**ENGLISH LEARNERS**

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

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

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

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

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

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



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

**STUDENTS WITH DISABILITIES**

**Federal Law Compliance**

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

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

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

**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 the requirements of 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).

**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.

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

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

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

All charter schools approved by the LAUSD Board of Education are bound by and must adhere to the terms, conditions and requirements of orders imposed upon the District pertaining to special education. All charter schools are required to use the District’s Special Education Policies and Procedures Manual and Welligent, the District-wide web-based software system used for online Individualized Education Programs (“IEPs”) and tracking of related services provided to students during the course of their education.

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

<b><u>GENERAL INFORMATION</u></b>	
● The contact person for the Charter School is:	Jasmia Fowler Newman
● The contact address for the Charter School is:	12226 S. Western Avenue Los Angeles, Ca 90047
● The contact phone number for the Charter School is:	(323) 600-6000
● The current address of the Charter School is:	12226 S. Western Avenue Los Angeles, Ca 90047
● This location is in the LAUSD Board District:	1
● This location is in the LAUSD Local District:	West
● The grade configuration of Charter School is:	6 – 8

● The number of students in the first year will be:	1290
● The grade level(s) of the students in the first year will be:	6 – 8
● Charter School’s scheduled first day of instruction in 2021-22 is:	August 11, 2021
● The enrollment capacity is:	1290
● The type of instructional calendar (e.g., traditional/year-round, single track/multi-track, extended day/year) will be:	Traditional
● The bell schedule for the Charter School will be:	See Element 1, “Sample Bell Schedule (Daily Schedule)” on page 71
● The term of this Charter shall be from:	July 1, 2021 to June 30, 2026

**Strategy for Transforming Los Angeles Secondary Public Education**

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

Green Dot currently operates 19 successful charter schools, 15 of which are authorized by the Los Angeles Unified School District. Green Dot serves over 11,000 students in some of the highest-need areas of Los Angeles. Our schools are located in the following communities: South Los Angeles, Watts, Boyle Heights, Inglewood, Lennox and Venice.

Ánimo Legacy Charter Middle School (“Ánimo Legacy” or “Charter School” or “School”) is a charter middle school opened by Green Dot in 2011. Green Dot opened Ánimo Legacy (previously Ánimo Western Charter Middle School) through the District’s Public School Choice Program. Green Dot was awarded the opportunity to take over administration and instruction of the Henry Clay Middle school (“Henry Clay”) attendance boundary. Since its opening, the Charter School has existed to meet the specific needs of the students and community it serves. Ánimo Legacy provides students in West Athens with an alternative choice for their middle school public education.

**New School Model for Urban Secondary Schools**

All schools that Green Dot opens and operates are based on the school model that Green Dot has developed over the past nineteen years. Green Dot’s school model has been created to ensure that Green Dot can consistently open high-quality schools in which students are being prepared for college, leadership, and life.

There are three main components of a Green Dot school—our core values, our theory of change and our academic model.

***Green Dot’s Core Values***

- An Unwavering Belief in all Students’ Potential
- Passion for Excellence
- Personal Responsibility
- Respect for Others and the Community
- All Stakeholders are Critical in the Education Process

***Green Dot’s Theory of Change***

- Firm Commitment to Serve All Students
- Highly Effective Teachers
- Strong School Leaders
- Culture of Transparency, Performance & Accountability

***Green Dot’s Academic Model***

- Ensuring Quality Teaching and Instruction
- Cultivating a College-going Culture
- Eliminating Barriers to Learning
- Promoting Leadership and Life Skills.

**Results of Existing Schools**

Green Dot has a proven track record of successfully serving the highest-need students in Los Angeles. All of our schools are addressing the needs of students who have traditionally struggled in the public school system, and they are achieving far greater results than comparable schools in standardized test scores, graduation rates, and college matriculation.

**Graduation and College Acceptance**

Green Dot schools have produced outstanding results: 85% of graduating seniors across Green Dot high schools were accepted into two-or four-year colleges.<sup>3</sup> The graduation rates from most of our schools significantly outpace those of the schools where our students would have previously attended.

**Working with Unions to Drive Change**

As part of a comprehensive strategy to drive change and to attract and retain high quality teachers, Green Dot has developed a uniquely collaborative relationship with its certificated employee union. Teachers at Green Dot’s schools have organized as the Asociación de Maestros Unidos, which is its own bargaining unit, but an affiliate of the California Teachers Association (“CTA”). Green Dot management and the Asociación annually sign a Board-ratified contract that is a clear example of union reform. Key reforms written into the contract and agreed to by the union were: no tenure, teacher performance evaluations, professional work days (no defined minutes) and just cause for discipline. Green Dot management has reached an agreement with the Ánimo Classified Employees Association (“ACEA”), a CTA affiliate that is the collective bargaining unit of classified school staff.

**Community Need for Charter School**

Based on its record of performance, Ánimo Legacy has successfully implemented its educational program which is evidenced most clearly by its student growth and achievement. Ánimo Legacy has witnessed extreme growth and development since assuming instructional and administrative responsibility of the campus.

**Context on the Student Population**

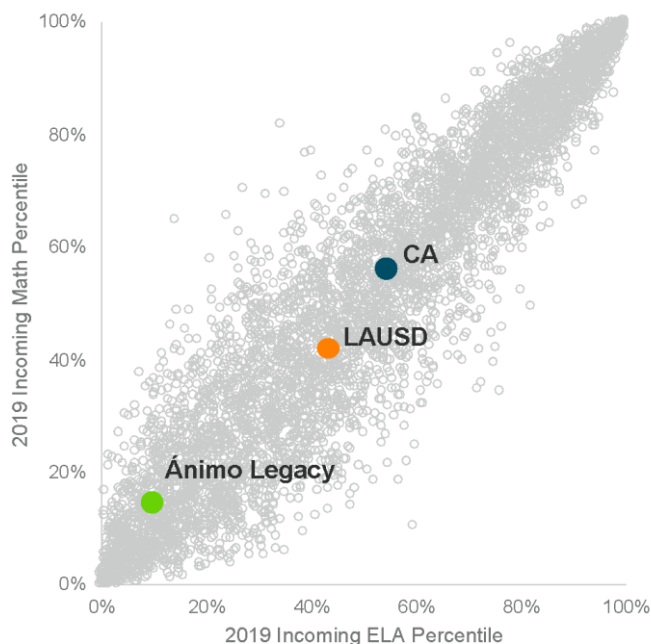
Ánimo Legacy consistently improved academic performance on the California Assessment of Student Performance and Progress (“CAASPP”) in both English Language Arts and Math. This increase in academic performance is particularly impressive given student’s incoming levels. Based on 5<sup>th</sup> grade CAASPP results, students enter Ánimo Legacy in the 10<sup>th</sup> and 14<sup>th</sup> percentiles of English Language Arts and Math performance, respectively, when compared to CAASPP performance for all students in

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<sup>3</sup> This is an average across all Green Dot high schools over the past three years. This calculation is based on internal data collected by high school counselors.

California. Comparatively, middle school students in Los Angeles Unified School District enter middle school in the 42<sup>nd</sup> and 43<sup>rd</sup> percentiles of English Language Arts and Math performance.

**Student Incoming Performance: Ánimo Legacy, LAUSD, State of California<sup>4</sup>**



Ánimo Legacy is committed to serving students from historically underserved communities and providing a high-quality education to all students. Despite the challenges faced by students at Ánimo Legacy, they exhibit growth which exceeds the statewide average. Ánimo Legacy serves a community need by providing an avenue for success to these students who enter middle school behind their peers. By viewing these students in terms of what is possible, Ánimo Legacy is able to ensure students complete middle school and graduate high school prepared for college, leadership and life.

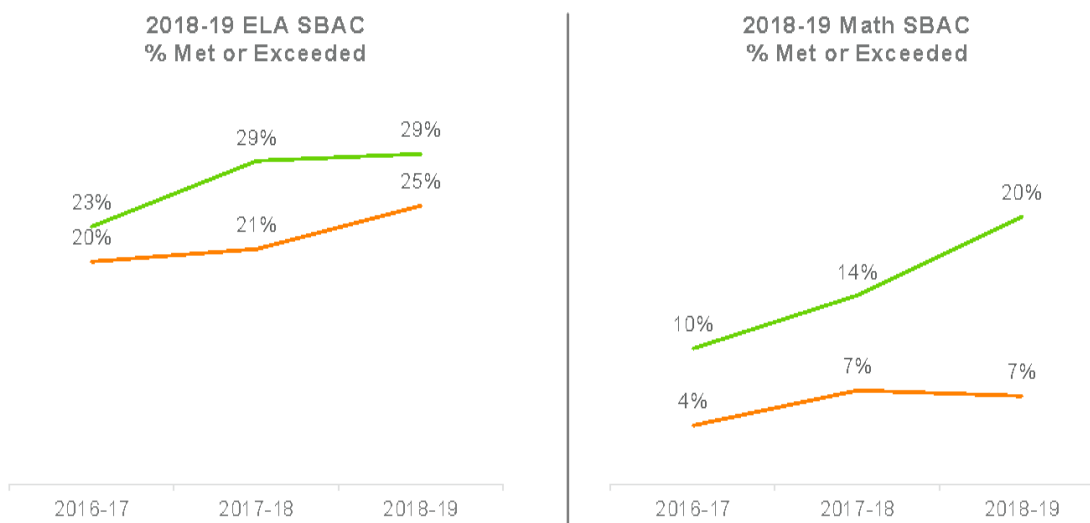
**Academic Performance Data and Other Performance Indicators**

Based on the most recent administration of the CAASPP in 2018-19, 29.17% of students met or exceeded the standard in English Language Arts. This represents a six percentage point increase from the 2016-17 administration of the CAASPP. Similarly, 20.26% of students met or exceeded the standard in Math in 2018-19, representing a ten percentage point increase from the 2016-17 administration of the CAASPP.<sup>5</sup> Notably, Ánimo Legacy outperforms the Resident Schools Median in both English Language Arts and Math.<sup>6</sup>

<sup>4</sup> Based on CAASPP scores downloaded from the California Department of Education’s DataQuest: <http://data1.cde.ca.gov/>

<sup>5</sup> Data from the California Department of Education’s DataQuest: <http://data1.cde.ca.gov/>

<sup>6</sup> The following is a list of the Charter School’s resident schools: Avalon Gardens Elementary, Bret Harte Preparatory Middle, Robert E. Peary Middle, Samuel Gompers Middle



Ánimo Legacy demonstrates increases in the percentage of students meeting or exceeding the standard in both English Language Arts and Math among all statistically significant student groups.

**CAASPP Performance by Subgroup Over Time**

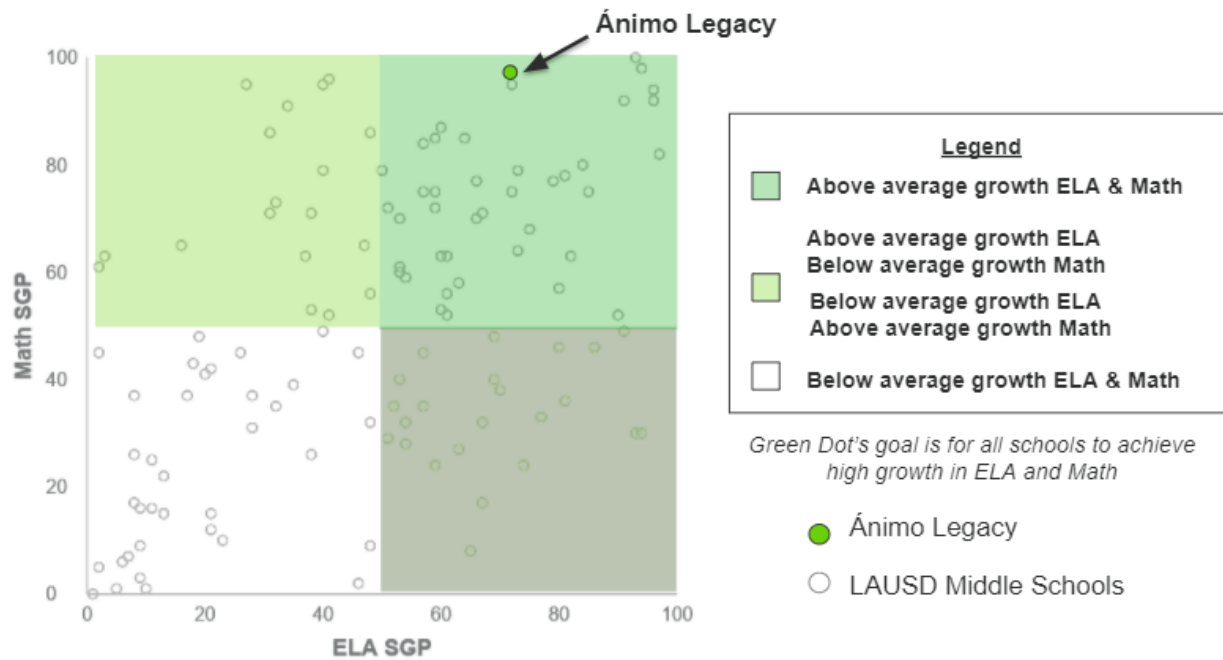
	ELA CAASPP % Met or Exceeded		Math CAASPP Percent Met or Exceeded	
	2018-19	2017-18	2018-19	2017-18
All Students	29%	29%	20%	14%
Low Income	29%	29%	20%	14%
Latino	32%	30%	23%	16%
African American	20%	22%	11%	8%
Students with Disabilities	6%	4%	3%	3%
English Learners	3%	2%	5%	0%

*Numerically significant subgroup on the 2018-19 and 2017-18 administrations of the CAASPP.*

Additional evidence of Ánimo Legacy success is evident on student growth indicators, including CORE Student Growth Percentiles, Reading Inventory and i-Ready. Reading Inventory and i-Ready are nationally-normed assessment to monitor performance in literacy and math.

*CORE Student Growth Percentiles*

According to CORE Student Growth Percentile (“SGP”), a growth metric developed in collaboration with the California Department of Education which measures student growth based on incoming CAASPP data, students at Ánimo Legacy are growing faster than their peers. Ánimo Legacy received an SGP of 75 in English Language Arts and an SGP of 95 in math. In other words, students at Ánimo Legacy are growing more than 75% and 95% of similar students attending schools across the state in English Language Arts and math, respectively. For context, a student growth percentile of 50 is equivalent to approximately one year of growth.

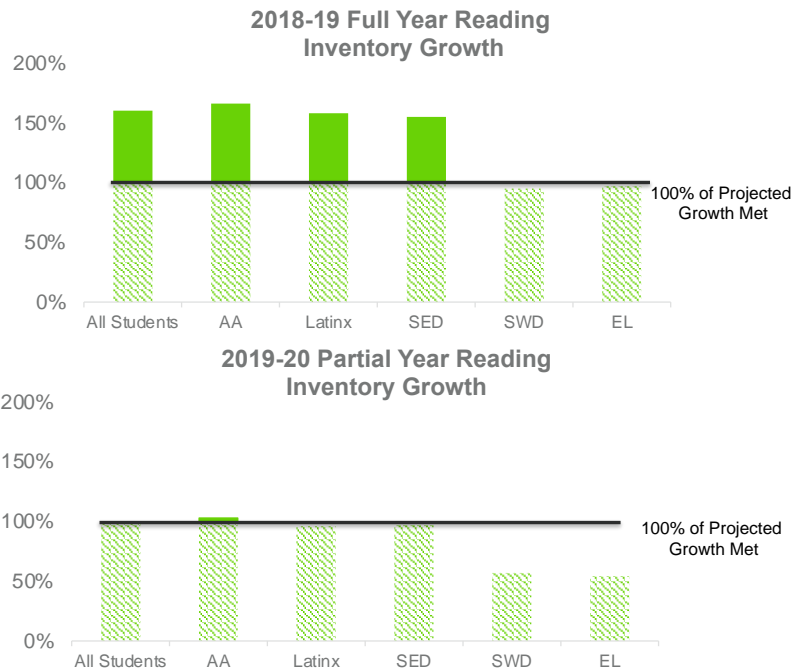


*Reading Inventory Assessment*

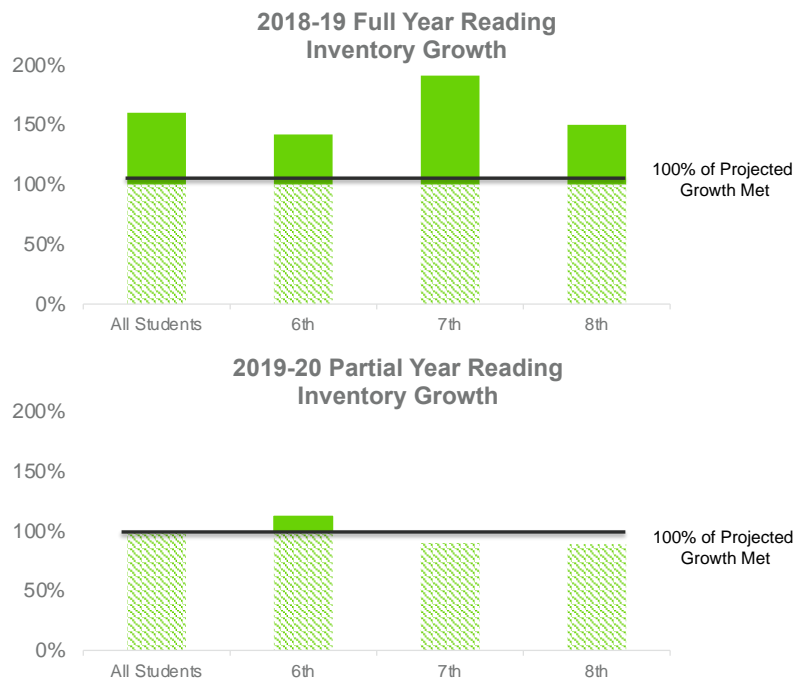
Ánimo Legacy administers Reading Inventory by Houghton Mifflin Harcourt assessments to monitor performance in literacy using lexile scores. Reading Inventory assessments are nationally-normed assessments. About half of students in the U.S. have a lexile score. This allows Reading Inventory to create reliable growth projections for each student.<sup>7</sup> Reading Inventory considers average annual growth, derived as a function of the student’s initial (Fall) Lexile measure, to be one year of growth for a student. A student that exceeds annual growth would be exceeding what is considered a year of growth in a year’s time. Therefore, we can use expected annual growth as a proxy for one year of growth as it pertains to the language in Education Code Section 47607.2(b), AB1505, which reads, “In addition to the state and local indicators, the chartering authority shall consider clear and convincing evidence showing...the school achieved measurable increases in academic achievement, as defined by at least one year’s progress for each year in school.”.

During the 2018-19 school year, students at Ánimo Legacy grew 60% more than their projected growth goals, with almost every subgroup meeting their projected growth goals. Despite partial year testing in 2019-20 due to COVID-19, a similar trend was evidenced in 2019-20. By the mid-year assessment, students were on their way to meeting their growth projections set by Reading Inventory.

<sup>7</sup> Educator Guide: Lexile Framework for Reading <https://lexile.com/wp-content/uploads/2018/09/Lexile-Educator-Guide-MM0066W.pdf>



Students across grade levels are meeting and exceeding yearly growth projections.

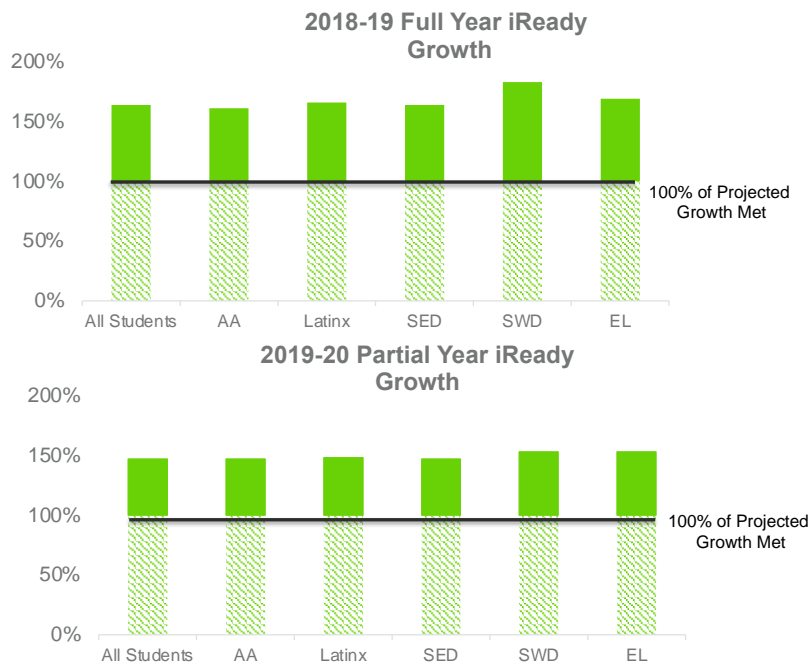


*i-Ready Assessment*

Ánimo Legacy administers i-Ready assessments to monitor performance in math using i-Ready scale score points. i-Ready assessments are nationally normed assessments. i-Ready growth

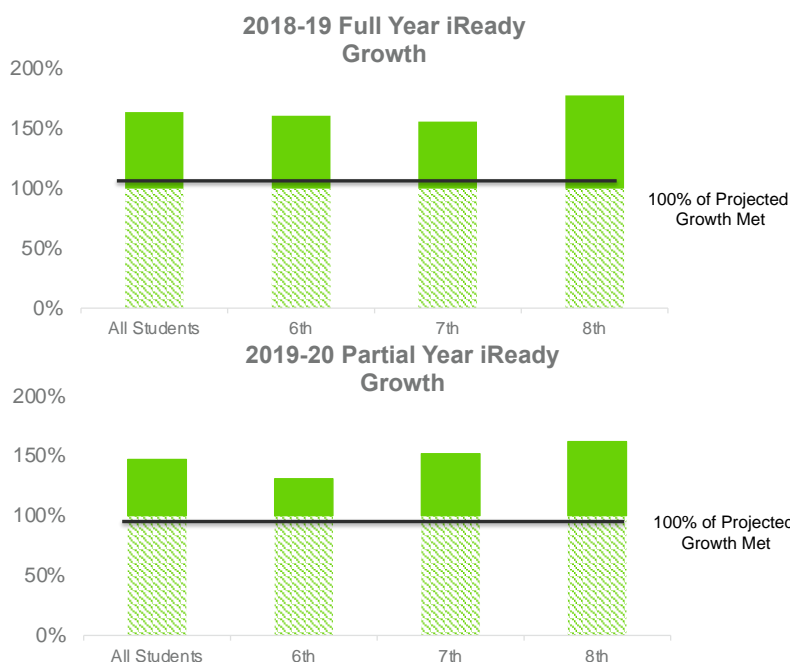


projections are based on data from millions of students nationwide.<sup>8</sup> i-Ready’s Typical growth goal, which is differentiated for students based on their initial placement level, represents the observed average (median) growth nationally; thus, if a student achieves 100% of their typical growth goal in one year, that student may be considered to have made the expected/average progress in one year. For a group of students, the median % of typical growth achieved would be the recommended metric to use; and if the group attains a median of 100%, then we can conclude that this group of students made the expected/average progress in one year. In 2018-19, students grew 64% more than their projected growth goals in math, with every student group exceeding their projected growth goals. Despite partial year testing in 2019-20 due to COVID-19, a similar trend was evidenced in 2019-20. By the mid-year assessment, students were on their way to meeting their growth projections set by i-Ready.



Students across grade levels are meeting and exceeding yearly growth projections.

<sup>8</sup> Using i-Ready Diagnostic as a Student Growth Measure, i-Ready <https://4.files.edl.io/cf97/08/09/18/180052-8928a370-85d0-491d-b0c5-5284c8108535.pdf>



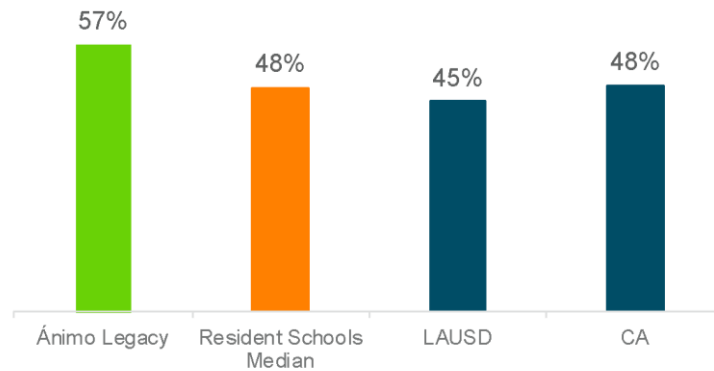
Ánimo Legacy has seen significant academic growth across all student groups and the school has made significant investments to further support students with disabilities and English Learners. In order to continue to support subgroup growth for students with disabilities, the school has invested in sixteen Special Education teachers and seventeen Special Education aides for the upcoming year as well as special education service providers. With this investment, the school is able to implement a push-in support model to serve students in the least restrictive environment possible and Special Day course offerings in English. As shown above, students with disabilities are on track to meeting their academic goals in Reading Inventory and i-Ready with over 100% of students with disabilities meeting their projected growth goals.

Ánimo Legacy is committed to serving all students, including English Learners. 57% of English Learners are making progress on the ELPAC according to the English Language Progress Indicator.<sup>9</sup> This is considered “high growth” according to the California Department of Education and is higher than the Resident Schools’ median, District’s average, and State’s average. Additionally, 15% of English Learners reclassified to Fluent English proficient. This is particularly impressive given that 86% of students are Long-Term English Learners. Additionally, 24% of English Learners dual-identify as Students with Disabilities.

**English Language Progress Indicator Compared to Resident Schools, District and State<sup>10</sup>**

<sup>9</sup> Data from the California Department of Education’s DataQuest: <http://data1.cde.ca.gov/>

<sup>10</sup> Data from the California Department of Education’s DataQuest: <http://data1.cde.ca.gov/>



To support English Learners, professional development for all teachers will continue to focus on the CA English Language Development standards, implementation of language objectives, explicit language instruction and provide an integrated learning experience for all Newcomer and Long-term English Learners in all classrooms to increase language development and improve reclassification rates.

Additionally, Ánimo Legacy has also proven its ability to improve student performance per LAUSD’s Annual Performance-Based Oversight Visit report. Ánimo Legacy received the following scores on its 2019-20 Annual Performance-Based Oversight Visit Report: an Accomplished rating in Governance Proficient rating in Student Achievement and Organizational Management and Operations. These district-based evaluations further demonstrate Ánimo Legacy’s ability to serve the student population and stability as a high-quality option for the West Athens community.

Lastly, in an effort to further enhance students’ abilities to succeed in college, leadership and life, Ánimo Legacy provides after-school programming through the term of a federally funded grant. This allows students and families to explore their interests, improve their college-readiness and engage intellectually and socially beyond the school day. Additionally, Ánimo Legacy partners with a number of organizations to provide academic and social-emotional intervention programs, enhance students’ college readiness and contribute to the surrounding community. Additionally, Ánimo Legacy offers multiple enrichment opportunities and four athletic teams.

***School Accomplishments***

- Ánimo Legacy grew six percentage points in ELA and ten percentage points in math on the CAASPP from the 2016-17 administration of the CAASPP to the 2018-19 administration of the CAASPP.<sup>11</sup>
- According to CORE Student Growth Percentile, a student growth percentile metric developed in collaboration with the California Department of Education which measures student growth based on incoming CAASPP data, Ánimo Legacy students grew 75% more in English Language Arts and 95% more in Math than similar students attending schools across the state.
- Ánimo Legacy celebrates tremendous growth in English Language Arts, with students exceeding growth targets by 60% in English Language Arts per Reading Inventory, a nationally recognized literacy assessment program. Similarly, students exceeded math growth targets by 92% per i-Ready, a nationally normed assessment.

<sup>11</sup> Data from the California Department of Education’s DataQuest: <http://data1.cde.ca.gov/>

- Ánimo Legacy has had historically high average daily attendance rates for the past four years, averaging at 96%.<sup>12</sup>
- 92% of parents would recommend Ánimo Legacy to a friend, according to respondents from a schoolwide survey.<sup>13</sup>
- Since the implementation of the core model, Ánimo Legacy has seen particular improvements regarding academic achievement among its sixth grade students, African-American students, English Learners, and late enrollees according to Reading Inventory and i-Ready assessments.
- Ánimo Legacy is a WASC accredited school through June 30, 2021.

### ***Areas of Challenge***

- Ánimo Legacy has reduced suspensions and is committed to further reducing its suspension rate using alternatives to suspensions, positive behavioral intervention and supports, and a multi-tiered system of supports.
- Ánimo Legacy continues to focus on how to best serve its English Learner population with a number of interventions as well as both Designated and Integrated ELD for all English Learners to ensure they receive the supports necessary to reclassify to fully English proficient.
- Ánimo Legacy will continue improving outcomes for all students in English Language Arts and Math. The most recently available CAASPP data is from the 2018-19 school year. Since then, Ánimo Legacy has instituted a number of practices to continue improving academic outcomes. In order to improve academic outcomes in English Language Arts, Green Dot adopted a new English curriculum, myPerspectives. To support the curriculum all teachers participated in summer professional development as well as ongoing training and coaching throughout the year. Administrators attended summer professional development to prepare for classroom walkthroughs and data analysis focused on targeted improvement in English classes. In order to improve outcomes in Math, the Green Dot Math Department instituted a strategic plan that used classroom walkthroughs to monitor for rigorous instruction focused on building conceptual understanding. To support the focus on rigorous math instruction, the school continues to participate in Math Mondays – a weekly walkthrough of all math classrooms by the administrative team to observe math instruction, assess pacing of curriculum, and determine next steps for coaching math teachers. Twice per year, these visits will be joined by the Chief Executive Officer, Chief Academic Officer, and Director of Math and Science Programs.
- Although Ánimo Legacy’s chronic absenteeism rate is significantly lower than the Resident Schools Median, District Average and State Average, Ánimo Legacy will continue to monitor chronic absenteeism rates.<sup>14</sup> In particular, Green Dot has partnered with Every Day Labs to improve parent and student outreach.
- Lastly, the COVID-19 pandemic has both immediate and long-term effects on Ánimo Legacy’s student population. The Charter School will continue to work with its multi-tiered system of supports to ensure students’ academic, social and emotional needs are being met.

### **Eligibility for Charter Renewal**

The Charter School is eligible for a five-year renewal term under the applicable renewal standard articulated in Education Code Section 47607.2(b)(1), consistent with the determination by the California Department of Education that the Charter School is a “middle tier” school.<sup>15</sup> Section 47607.2(b) provides that:

<sup>12</sup> Data from the California Longitudinal Pupil Achievement Data System.

<sup>13</sup> Based on results from an internal survey administered to parents in the 2018-19 school year.

<sup>14</sup> Data from the California Department of Education’s DataQuest: <http://data1.cde.ca.gov/>

<sup>15</sup> See <https://www.cde.ca.gov/sp/ch/documents/ab1505results2020.xlsx> at row 144.

(1) ... [T]he chartering authority shall consider the schoolwide performance and performance of all subgroups of pupils served by the charter school on the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 and the performance of the charter school on the local indicators included in the evaluation rubrics adopted pursuant to Section 52064.5.

(2) The chartering authority shall provide greater weight to performance on measurements of academic performance in determining whether to grant a charter renewal.

Ánimo Legacy shows evidence of success on both statewide and local indicators.

Indicator	2018 State	2018 LGC	2019 State	2019 LGC
<b>Statewide Indicators</b>				
CAASPP ELA				
CAASPP Math				
Suspension Rate				
Chronic Absenteeism				
El Progress Rate			48.3% (Medium)	57% (High)
<b>Local Indicators</b>				
Basics: Teachers, Instructional Materials, Facilities		Standard Met		Standard Met
Parent and Family Engagement		Standard Met		Standard Met
Local Climate Survey		Standard Met		Standard Met
Access to a Broad Course of Study		Standard Met		Standard Met
Implementation of Academic Standards		Standard Met		Standard Met

The applicable renewal standard also requires the Charter School’s renewal petition to satisfy the following additional criteria with “verified data:”

(3) In addition to the state and local indicators, the chartering authority shall consider clear and convincing evidence showing either of the following:

(A) The school achieved measurable increases in academic achievement, as defined by at least one year’s progress for each year in school.

(B) Strong postsecondary outcomes, as defined by college enrollment, persistence, and completion rates equal to similar peers.

As shown in the data above, Ánimo Legacy also demonstrated clear and convincing evidence of annual measurable increases in academic achievement and progress, equivalent on average to a year or more than a year’s progress for each year in school, based on nationally-normed assessments, Reading Inventory and i-Ready, as well as the Charter School’s CORE student growth percentiles, which are based on statewide

assessment data. These data points present clear and convincing evidence of measurable increases in academic achievement. (Education Code Section 47607.2(b)(3)(A).)

Another way Green Dot evaluates the success of its schools is by the California Charter Schools Association’s (“CCSA”) accountability framework, explained below. The report below is an evaluation of our school according to the California Charter Schools Association’s framework based on publicly available academic indicators. All non-DASS public schools with 30+ CAASPP test-takers and in operation for 4 or more years are evaluated by the California Charter Schools Association based on the past three years’ worth of assessment results and post-secondary outcomes.

**Per CCSA’s accountability framework, as described below, our school is *above* CCSA’s minimum academic criteria and *has met the academic threshold* for CCSA’s public advocacy support for renewal.<sup>16</sup>**

Every school in the Los Angeles Unified School District catchment is evaluated on the following criteria, and is considered “above” if the school is able to demonstrate academic success on at least one of the following metrics:

- **State Rank (Academic Status):** DFS decile rank of 4 or more in 2 of the past 3 years (DFS is described below). Academic Status is the school’s DFS compared to all other eligible public schools in California, using decile rank.
- **Similar Schools Rank (SSR):** SSR of 4 or more in 2 of the past 3 years. The Similar Schools Rank is a 1-10 decile ranking of average student test results, after taking into account the demographics of a school’s tested students.

For Elementary and Middle Schools:

- **Academic Growth:** Above the 75<sup>th</sup> percentile in DFS growth over the past 3 years (between 2015 and 2017, this was 18+ points). Academic Growth is the amount of change in a school’s average DFS over the past three years, and shows that the school is making some progress toward having all students meet ELA and Math proficiency standards.

For High Schools:

- **Post-secondary readiness:** 75% of graduating seniors have completed the minimum course requirements of the University of California/California State University system with a “C” or better in 2 of the past 3 years.

Regardless of whether a school is above on any one of the above metrics, if a school is in the bottom 5 percent of performance statewide on DFS in 2 of the past 3 years, the school is required to participate in a Multiple Measure Review in order to determine eligibility for CCSA’s public advocacy support for renewal. The Charter School was not required to participate in the Multiple Measure Review.

Additional information about CCSA’s accountability framework:

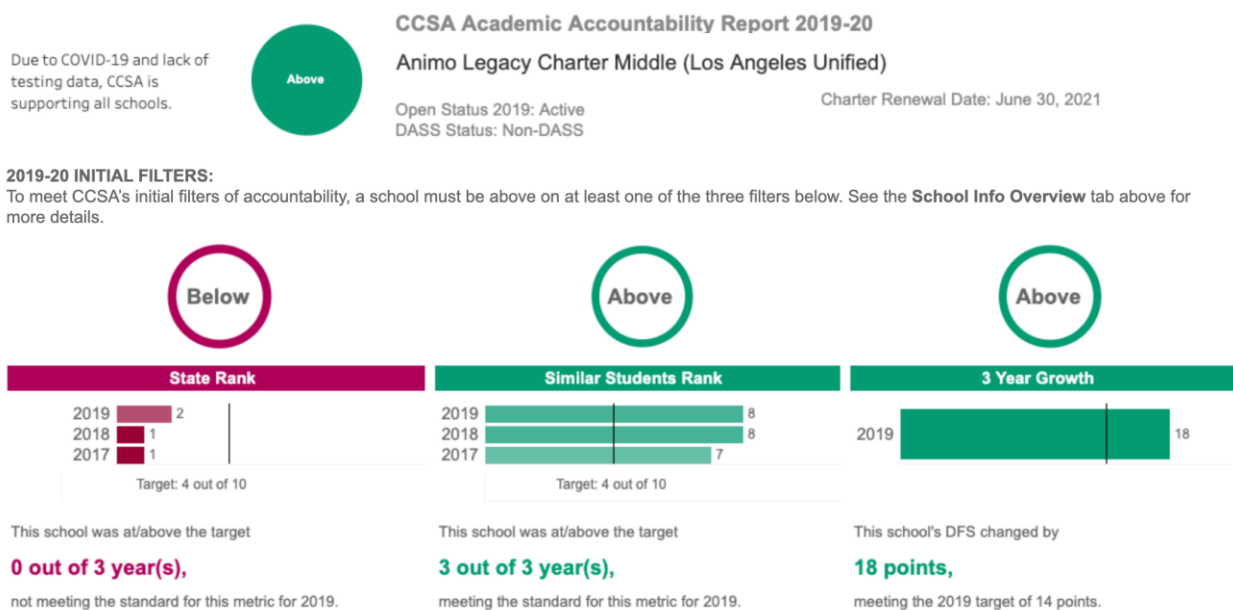
- Like the California Department of Education (CDE), CCSA utilizes “Distance from Standard” (DFS) as a status measure for academic progress. Unlike the CDE, CCSA incorporates grade 11 in the calculation – which will not be done by the CDE until later in the 2018-19 academic year. CCSA ranks the DFS score given to every eligible public school in the state from lowest to highest into percentiles (1-100) and 10 decile ranks. The 1<sup>st</sup> percentile is equivalent to the lowest 1% of schools statewide, while the 1<sup>st</sup> decile translates to the bottom 10% of schools (1-10), according to the schools’ average CAASPP results. Conversely, the 10<sup>th</sup> decile rank is equivalent

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<sup>16</sup> CCSA’s accountability framework is based on publicly available data collected from the California Department of Education. The most recent publication is based on data from the 2018-19 school year.

to a school having an average DFS in the top 10% of schools statewide (91-100). A school’s percentile and decile rankings are used to evaluate whether the school is meeting minimum academic performance.

- CCSA’s accountability framework is in alignment with California Education Code §§47607 in its similar use of State Rank and Similar Schools Ranks as well as prioritizing “pupil academic achievement for all groups of pupils served by the charter school as the most important factor” in determining whether to advocate for the renewal or non-renewal of the school. CCSA uses California Education Code §§52066 in determining what to classify as an indicator of academic achievement. This is in contrast to the California Dashboard published by the California Department of Education, which does not prioritize or weight academic achievement greater than non-academic indicators.



**Success of the Key Features of the Educational Program**

Ánimo Legacy provides students and parents with a small school environment, personalized approach to learning, and rigorous curriculum. The Charter School’s focus on quality teaching and curriculum is demonstrated by the staff’s implementation of the College-Ready Teaching Framework, intensive professional development on Green Dot’s academic model and Signature Strategies, and adoption of the Green Dot Common Assessment Program in all core subjects (i.e., Common Core-aligned quarterly assessments) to measure student mastery and drive instructional decisions. In addition, there is a college-going culture on the campus that permeates all aspects of the Charter School. Ánimo Legacy provides a Chromebook for every student with a 1:1 student to device ratio. This focus on technology supports the personalized learning of every student and access to extended learning at home.

Ánimo Legacy offers the high-quality educational program available at Green Dot’s other middle schools. To complement the existing academic model already in place Ánimo Legacy, however, is the “core” model. In order to create a small school environment on a large middle school campus, the “core” model uses the grade level team as the hub of support for students. Within each grade level, students are grouped in a “core” of approximately 125 - 150 students share the same four core teachers for English Language Arts, Math, Science and History. This “core” is the support system for students working as a team of teachers for student intervention, parent conferences, and student recognition and incentives. At

each grade level, students are supported by grade level administrators, counselors, and campus security officers to ensure that a student has a team of adults to personalize their learning experience.

The core model is based on research of the most effective middle schools and is centered around collaboration, personalized learning, and connection to school and community. Research includes, *Best Practices in Middle School Design Prepared for Boyertown Area School District*, July 2015 prepared by Hanover Research, *Middle Level Learning: Compendium of Research and Best Practice*, 2014, Senechal and Stringer, and *This We Believe: Keys to Educating Young Adolescents*, Association of Middle Level Educators.

In addition to research, Green Dot’s Education Team studied the best practices of high-performing charter and district schools. To support the core model, Green Dot studied the school structure and programming of several districts including Long Beach Unified, Los Angeles Unified, Wiseburn Unified and Santa Monica-Malibu Unified.

**Success of the School’s Educational Program in Meeting the Specific Needs of its Student Population, Including Numerically Significant Subgroups**

Ánimo Legacy’s educational program successfully meets the needs of its diverse student population. Ánimo Legacy provides an alternative education model for the West Athens community in Los Angeles. Ánimo Legacy uses a data-driven collaborative approach to meet the needs of its students. A focus on data allows the school to individualize supports for students and provide appropriate intervention and acceleration. Furthermore, the Charter School has created a small school model on a larger campus by implementing the Core model, which offers additional support and attention for students. Ánimo Legacy’s target community is predominantly comprised of low-income, academically disadvantaged students who will benefit from the supports that will be available at Ánimo Legacy. Reflective of the community, Ánimo Legacy will serve a diverse student population that may include advanced students, students below grade level, English Learners, and special education students. The schools will aim to create a culturally responsive school that is rigorous and supportive.

Examples of these supports include:

- For all students, implementation of all three tiers of the Multi-Tiered System of Supports (“MTSS”) with Implementation of the core model will ensure students have the experience of a small school environment on a large middle school campus. The core will be the support system for students on the academic and behavioral level.
- Implementation of all three tiers of the Multi-Tier System of Supports in Literacy, Math, English Language Development and Special Education.
- For all English Learners, both Designated and Integrated ELD instruction everyday throughout the school day.
- For English Learners and Special Education students, Academic Interventions include programs and progress monitoring in Literacy, Math, English Language Development and Special Education
- For students below grade level and Special Education students, programs for students requiring additional enrichment and intervention support, including Literacy Enrichment, Math Foundations, individualized tutoring, classroom push-in and co-teaching models and small strategic groupings
- For all students, an Advisory program to prepare them with the tools and behaviors to succeed in high school, college, leadership and life – covering topics such as: academic preparation, promotion of college awareness, developing strong peer relationships, developing life skills in



areas such as resiliency/grit, growth mindset, organization, communication, health/nutrition and personal finance

- For students with social-emotional needs, integrated wraparound services to help address social and non-academic barriers to student learning including small group counseling and individual student counseling
- For all students, proactive and positive student behavior management, including various alternatives to suspension
- For advanced students, enrichment opportunities including Honors and additional elective courses
- For all students, opportunities for students to explore student leadership and other interests through participation in elective courses, student government, after-school programs and clubs
- In collaboration with the LAUSD Special Education Local Plan Agency (“SELPA”), Ánimo Legacy offers special education services for students with disabilities. The programs are designed to foster a high-quality program for students with special education needs. Additionally, our special education programs cultivate collaboration between general and special education teachers to guarantee that students with disabilities are integrated into the school to the maximum extent possible to allow them full access to all programs. Ánimo Legacy offers the full spectrum of special education services for students classified as autistic, intellectually disabled, or emotionally disturbed. The programs are designed to foster a high-quality program for students with special education needs. Additionally, our special education programs cultivate collaboration between general and special education teachers to guarantee that students with disabilities are integrated into the school to the maximum extent possible to allow them full access to all programs.

Ánimo Legacy will continue to focus on the growth and academic achievement of all student subgroups in core subjects, and will monitor their performance and progress through its assessment program. Green Dot made a commitment to the West Athens community to provide increased opportunity and outcomes to the entire Henry Clay attendance boundary. Green Dot introduced the core model during the 2019-20 school year, a model with intensified student supports proven to produce successful school results. In particular, this model focused on accelerating the academic outcomes of four specific groups of students: students who enroll after the first day of school, 6<sup>th</sup> grade students, African American students and Long-Term English Learners. While Ánimo Legacy will implement school-wide interventions to improve outcomes, Ánimo Legacy implemented a campus-wide structural change to strengthen supports for students, teachers and staff on the campus.

In the core model, the grade level is the hub of support for students, with specific adults assigned to each grade level. Additionally, grade-level collaboration adapts a renewed focus on instructional collaboration, joint planning within the grade level and between subject-alike teachers within a grade level.

The “core” model is based on research of the most effective middle schools and is centered around collaboration, personalized learning, and connection to school and community.

- **Collaboration:**
  - Core of 4 teachers who share the same students
  - Admin/Counselor/Campus Security Officer assigned to a grade level
  - Collaboration time in cores, subject teams and departments will include a more intense focus on planning and response to data
  - Every core teacher will have a partner teaching the same course to support increased content collaboration
- **Personalized Learning:**
  - Students have a small team of adults who know them well and can support them

- Creation of a small school feeling within a larger school context
- Ability to increase elective offerings for students
- **Connection to School & Community:**
  - Parents have a small team of adults who know and support their student
  - Connections can be made to the core, the whole grade level, the department and the whole school
  - Team of teachers who share the same students
  - Staff will have strong affiliations to both grade level cores and departments
  - Staff and families will be united in one school community

Teachers are provided Professional Development both at the school site and Green Dot level to analyze assessment data, both internal and SBAC, to inform classroom instruction. Coaching supports provided to teachers through their Curriculum Specialist and/or campus administrator will provide additional individualized follow-up. Professional Development is provided to support teachers with classroom management, establishing rapport, and rituals and routines that will support the success of all students, including our subgroups of African-American and students with special needs. Ánimo Legacy continues to focus on providing additional supports for African American males to improve academic performance and behavioral outcomes within this subgroup. Specifically, Ánimo Legacy offers additional mentoring programs and expanded social-emotional curriculum components of the advisory program.

Ánimo Legacy offers alternatives to suspension for all students, including African-American and special education subgroups, when determining appropriate interventions for student behavior. Administrators work closely with the Green Dot Special Education Director and Special Education Program Administrator assigned to the site to support behavioral intervention for special education students. Additional information about Ánimo Legacy’s approach to discipline is available in Element 10 of the petition.

Additionally, Ánimo Legacy is committed to strengthening its school culture, and will further its implementation of positive behavior supports and alternatives to suspension to achieve this in the new charter term. The core is the support system for students with a team of teachers, administrators, and counselors focused constantly recognizing and incentivizing positive behaviors.

While Ánimo Legacy experienced a reduction in both in-school and out-of-school suspensions, Green Dot is committed to further reducing suspensions and increasing the amount of intervention as well as social and emotional supports provided to students. Ánimo Legacy is committed to reducing its out-of-school suspensions by fifty percent year over year until they are below five percent. Ánimo Legacy will also work to decrease disproportionality in suspension rates among African American students and students with disabilities by fifty percent each year or below the District’s threshold of fifteen percent. The school will work with its School Culture Team, a group of teacher leaders tasked with support of systems and progress monitoring school climate data, to provide intervention to students most in need. The Tier I interventions include both academic and behavioral strategies and programs that will provide a foundation for our students. Academic interventions include math intervention, literacy intervention, and differentiated classroom instruction. Behavioral interventions include advisory and schoolwide positive behavior incentive programs.

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

In the new charter term, the school will continue to improve upon its implementation of the academic program and continue to promote a strong and supportive school environment for all students. In particular, Ánimo Legacy will focus on the growth and academic achievement of all student subgroups in core subjects, and will monitor their performance and progress through its assessment program. Additionally, Ánimo Legacy is committed to strengthening its school culture, and will further its implementation of positive behavior supports and alternatives to suspension to achieve this in the new charter term.

**Resident Schools Demographic for 2019-20 and Performance Data for 2018-19**

	# of Students *	% Students Eligible for Free/ Reduced Lunch **	% of Special Ed. Students ***	% of English Learners *	% Latino *	% Black *	SBAC % Met/ Exceed ELA ****	SBAC % Met/ Exceed Math ****
	2019-20	2019-20	2019-20	2019-20	2019-20	2019-20	2018-19	2018-19
Ánimo Legacy Charter Middle School	1102	92.4%	16.1%	20.8%	68.3%	29.3%	28.4%	20.3%
<b>Resident District Schools</b>								
Avalon Gardens Elementary	188	88.3%	20.7%	14.9%	43.1%	51.1%	27.9%	26.9%
Bret Harte Preparatory Middle	374	97.9%	15.5%	29.4%	74.6%	22.7%	13.4%	4.9%
Robert E. Peary Middle	1220	86.6%	15.8%	11.8%	64.0%	25.2%	33.4%	21.2%
Samuel Gompers Middle	452	100.0%	20.4%	24.6%	64.6%	33.4%	24.7%	6.3%
<b>Resident School Median</b>	<b>413</b>	<b>93.1%</b>	<b>18.1%</b>	<b>19.8%</b>	<b>64.3%</b>	<b>29.3%</b>	<b>24.7%</b>	<b>6.7%</b>

\* Data from DataQuest: <http://data1.cde.ca.gov/>

\*\* Data from CDE (Student Poverty FRPM Data): <http://www.cde.ca.gov/ds/sd/sd/files/sp.asp>

\*\*\* Based on internal PowerSchool data. Due to the variation in business rules between DataQuest and CALPADS, 2019-20 Students with Disabilities rates posted on DataQuest are not accurate.

\*\*\*\*Data from LAUSD Data Packet

**Student Population to be Served**

While open to all students, Ánimo Legacy will make a substantial effort to recruit underserved, low-income students in the West Athens community, including special education students and English Learners, who that would typically attend Samuel Gompers Middle School, Bret Harte Preparatory Middle School, or Peary Middle School as well as students within the Ánimo Legacy attendance

boundary. Ánimo Legacy is open to all students, however it aims to serve students in need of a high quality educational option in the West Athens community. In particular, Ánimo Legacy will make an effort to recruit from communities with historically low-performing schools and in need of a high quality alternative option. Please see Element 7 for more information on how Ánimo Legacy will attract students from these neighborhoods. The table above shows the demographic and achievement data for Ánimo Legacy’s target student population.

**Enrollment**

Ánimo Legacy serves students in grades six through eight. Starting in the 2021-22 school year, the school will matriculate approximately 430 sixth grade students each year. At enrollment capacity, Ánimo Legacy will approximately serve 1,290 students. The table below shows Ánimo Legacy’s projected five-year enrollment.

**Projected Five-Year Student Enrollment**

<b>Grade</b>	<b>Year 1: 2021-22</b>	<b>Year 2: 2022-23</b>	<b>Year 3: 2023-24</b>	<b>Year 4: 2024-25</b>	<b>Year 5: 2025-26</b>
6	430	430	430	430	430
7	430	430	430	430	430
8	430	430	430	430	430
<b>Total</b>	<b>1,290</b>	<b>1,290</b>	<b>1,290</b>	<b>1,290</b>	<b>1,290</b>

**Goals & Philosophy**

**Mission Statement**

The mission of Ánimo Legacy is to prepare students for high school, college, leadership, and life through innovative instruction, a rigorous curriculum, and the use of cutting-edge technology. Ánimo Legacy is committed to the education, development, and socioeconomic success of all students.

We achieve our mission through a thoroughly student-centered environment that fosters life-long learning, cross-cultural competency, social responsibility, and academic excellence. We align the efforts of family, community, and school to foster these values. Parent education supports parents and families to support student learning and the issues they and their children face outside of the classroom that can affect their learning and lives as whole. Parent engagement includes, but is not limited to the following activities: Ánimo Parent Academy, Community Organizing Institute, Adult Education Classes and Road to College Workshops.

**Vision Statement**

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

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

***Ánimo Legacy’s Goals, Actions and Services from its Local Control and Accountability Plan***

LCFF STATE PRIORITIES												
GOAL #1												
Provide for Basic Services	<p style="text-align: center;">Related State Priorities:</p> <table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> 1</td> <td><input type="checkbox"/> 4</td> <td><input type="checkbox"/> 7</td> </tr> <tr> <td><input checked="" type="checkbox"/> 2</td> <td><input type="checkbox"/> 5</td> <td><input type="checkbox"/> 8</td> </tr> <tr> <td><input type="checkbox"/> 3</td> <td><input type="checkbox"/> 6</td> <td></td> </tr> </table> <p style="text-align: center;">Local Priorities:</p> <table style="width: 100%; border: none;"> <tr> <td><input type="checkbox"/>:</td> </tr> <tr> <td><input type="checkbox"/>:</td> </tr> </table>	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 4	<input type="checkbox"/> 7	<input checked="" type="checkbox"/> 2	<input type="checkbox"/> 5	<input type="checkbox"/> 8	<input type="checkbox"/> 3	<input type="checkbox"/> 6		<input type="checkbox"/> :	<input type="checkbox"/> :
<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 4	<input type="checkbox"/> 7										
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<input type="checkbox"/> :												
Specific Annual Actions to Achieve Goal												
<p><i>Outcome A:</i></p> <ul style="list-style-type: none"> <li>● All teacher candidates screened for employment will hold valid a CA Teaching Credential with appropriate EL authorization</li> <li>● Green Dot Human Resources department will regularly review credential status</li> <li>● Administrators will check teacher credentials before developing the school’s master schedule<sup>17</sup></li> </ul> <p><i>Outcome B:</i></p> <ul style="list-style-type: none"> <li>● All ELA and Math “Course at a Glance” materials and curriculum maps will be aligned to CA Common Core State Standards</li> <li>● Green Dot Education Team and school staff (e.g., administrators, teachers) will be engaged in curriculum development</li> <li>● Appropriate allocations will be made for standards-aligned materials in the school budget</li> <li>● School will utilize diagnostic and summative/formative assessment data to determine student placement and academic progress. Instructional materials and strategies will be adopted to meet specific student academic needs</li> </ul> <p><i>Outcome C:</i></p> <ul style="list-style-type: none"> <li>● Charter School will design its master schedule to meet the needs of all its students</li> <li>● Master schedule will focus on core courses aligned to CCSS and CA content standards, and include Advisory and interventions as needed<sup>18</sup></li> <li>● Teachers will be provided with differentiated professional development focused on effective instructional practices and coaching to ensure that they can effectively implement standards-aligned curriculum</li> </ul> <p><i>Outcome D:</i></p> <ul style="list-style-type: none"> <li>● Administrators and counselors will assess student needs to inform master schedule</li> <li>● School will offer at least one elective course</li> </ul> <p><i>Outcome E:</i></p> <ul style="list-style-type: none"> <li>● Daily general cleaning by custodial staff will maintain campus cleanliness</li> <li>● Regular facility inspections and audits will screen for safety hazards</li> <li>● Coordinate school maintenance and repairs with Green Dot Operations staff and external providers, as appropriate</li> </ul>												
Expected Annual Measurable Outcomes												
<p><b>Outcome A:</b> <i>Maintain the appropriate assignment of teachers, appropriately credentialed in the subject areas and for the pupils they are teaching</i></p> <p><b>Metric/Method for Measuring:</b> <i>Percent of credentialed teachers</i></p>												

<sup>17</sup> Green Dot Credentials Specialist will maintain on the file the credentials, teaching permits or waivers that authorize individuals to teach in the schools. Administrators will confirm teacher credentials with the Credentials Specialist.

<sup>18</sup> The master schedule will include non-core courses as needed.

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
<b>Outcome B:</b> <i>Students will have access to standards-aligned materials and additional instructional materials as outlined in the school's charter petition<sup>19</sup></i>						
<b>Metric/Method for Measuring:</b> <i>Percent of ELA and Math teachers using standards-aligned materials as evidenced by "Course at a Glance" materials, curriculum maps and appropriate textbooks</i>						
APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
<b>Outcome C:</b> <i>Students will have access to the educational program as outlined in the school's charter petition</i>						
<b>Metric/Method for Measuring:</b> <i>100% of middle school courses will be reviewed and approved in the Green Dot Course Catalog and Master schedules will reflect that students are enrolled in and have access to a broad range of courses that are appropriate for student needs</i>						
APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
<b>Outcome D:</b> <i>Students will be offered elective courses if they do not require additional ELA or Math interventions</i>						
<b>Metric/Method for Measuring:</b> <i>School will offer at least one visual and performing art (VAPA) elective</i>						
APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	1	1 or more	1 or more	1 or more	1 or more	1 or more
<b>Outcome E:</b> <i>School facilities are maintained in good repair</i>						
<b>Metric/Method for Measuring:</b> <i>90% in good or exemplar repair</i>						
APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	96%	Greater than 90%	Greater than 90%	Greater than 90%	Greater than 90%	Greater than 90%
<b>GOAL #2</b>						
Proficiency for All				Related State Priorities: <input type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 7 <input checked="" type="checkbox"/> 2 <input type="checkbox"/> 5 <input type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6		
				Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> :		
Specific Annual Actions to Achieve Goal						

<sup>19</sup> This outcome is applicable to all courses.

**Outcomes F, G, H:**

- All classroom instruction will be conducive to student learning in adequate learning environments
- Students will have access to appropriate CCSS/CA content standards aligned instructional materials
- Teachers will be provided with differentiated professional development focused on effective instructional practices and coaching to ensure that they can effectively implement a standards-aligned curriculum
- Classroom instruction will incorporate testing strategies in preparation for the CAASPP
- Formative and summative assessments will be used to measure student learning in core subject areas

**Outcomes I, J:**

- Annual ELPAC results will be tracked
- Based on student needs, EL students will receive differentiated support, which could include in-class instructional support, 1-on-1 teacher support and/or small group instruction
- Teachers will use CA ELD Standards and ELD instructional strategies
- Teachers will be provided with ELD professional development
- The campus Instructional Leadership Team and District English Learner Advisory Committee will review the progress of EL students twice per year to make recommendations for program supports, student placement, individual student supports
- The Green Dot Education Team will review progress of ELD students once per year at a program review<sup>20</sup>

**Expected Annual Measurable Outcomes**

**Outcome F:** Increase the percent of students scoring Met Standard and above on SBAC ELA assessments or outperform statewide average

**Metric/Method for Measuring:** Percent of students scoring Met Standard or above on SBAC

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	29%	30% or greater than the statewide average	31% or greater than the statewide average	32% or greater than the statewide average	33% or greater than the statewide average	34% or greater than the statewide average
Socioecon. Disadv./Low Income Students	29%	30% or greater than the statewide average	31% or greater than the statewide average	32% or greater than the statewide average	33% or greater than the statewide average	34% or greater than the statewide average
Latino Students	30%	31% or greater than the statewide average	32% or greater than the statewide average	33% or greater than the statewide average	34% or greater than the statewide average	35% or greater than the statewide average
African American Students	22%	23% or greater than the statewide average	24% or greater than the statewide average	25% or greater than the statewide average	26% or greater than the statewide average	27% or greater than the statewide average
English Learners	2%	3% or greater than the	4% or greater than the statewide average	5% or greater than the	6% or greater than the statewide average	7% or greater than the statewide average

<sup>20</sup> The program review is a comprehensive data analysis completed by the Area Superintendent and the administrative team of the school site. This review of the progress of ELD students is in addition to the requirements specified in the EL Master Plan.

		statewide average		statewide average		
Students with Disabilities	4%	5% or greater than the statewide average	6% or greater than the statewide average	7% or greater than the statewide average	8% or greater than the statewide average	9% or greater than the statewide average
Foster Youth*	-	-	-	-	-	-

**Outcome G:** Increase the percent of students scoring Met Standard and above on SBAC Math assessments or outperform statewide average

**Metric/Method for Measuring:** Percent of students scoring Met Standard and above on SBAC

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	14%	15% or greater than the statewide average	16% or greater than the statewide average	17% or greater than the statewide average	18% or greater than the statewide average	19% or greater than the statewide average
Socioecon. Disadv./Low Income Students	14%	15% or greater than the statewide average	16% or greater than the statewide average	17% or greater than the statewide average	18% or greater than the statewide average	19% or greater than the statewide average
Latino Students	16%	17% or greater than the statewide average	18% or greater than the statewide average	19% or greater than the statewide average	20% or greater than the statewide average	@!% or greater than the statewide average
African American Students	8%	9% or greater than the statewide average	10% or greater than the statewide average	11% or greater than the statewide average	12% or greater than the statewide average	13% or greater than the statewide average
English Learners	0%	1% or greater than the statewide average	2% or greater than the statewide average	3% or greater than the statewide average	4% or greater than the statewide average	5% or greater than the statewide average
Students with Disabilities	3%	4% or greater than the statewide average	5% or greater than the statewide average	6% or greater than the statewide average	7% or greater than the statewide average	8% or greater than the statewide average
Foster Youth*	-	-	-	-	-	-

**Outcome H:** School will meet the annual API Growth Target or equivalent

**Metric/Method for Measuring:** API Growth Target or equivalent

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
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All Students (Schoolwide)	N/A <sup>21</sup>	Meet or Exceed	Meet or Exceed	Meet or Exceed	Meet or Exceed	Meet or Exceed
<b>Outcome I: Increase the percent of EL students who reclassify as Fully English Proficient</b>						
<b>Metric/Method for Measuring: Percent of EL students who reclassify as Fully English Proficient</b>						
APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
English Learners	16%	+/-5% of 16% or greater	Previous Year +/- 5%	Previous Year +/- 5%	Previous Year +/- 5%	Previous Year +/- 5%
<b>Outcome J: Increase the percent of EL students scoring “Level 3” and “Level 4” on the English Language Proficiency Assessment for California (“ELPAC”) annual assessment</b>						
<b>Metric/Method for Measuring: Percent scoring “Level 3” or “Level 4”</b>						
APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
English Learners	Baseline not available	Previous Year +/- 5%	Previous Year +/- 5%	Previous Year +/- 5%	Previous Year +/- 5%	Previous Year +/- 5%
<b>GOAL #3</b>						
Prepared for college, leadership, and life				Related State Priorities:		
				<input type="checkbox"/> 1 <input checked="" type="checkbox"/> 4 <input checked="" type="checkbox"/> 7 <input checked="" type="checkbox"/> 2 <input checked="" type="checkbox"/> 5 <input checked="" type="checkbox"/> 8 <input type="checkbox"/> 3 <input type="checkbox"/> 6		
				Local Priorities:		
				<input type="checkbox"/> : <input type="checkbox"/> :		
<b>Specific Annual Actions to Achieve Goal</b>						
<b>Outcome K:</b> <ul style="list-style-type: none"> <li>• Students will attend regular meetings with their school counselors to discuss pathways and requirements</li> <li>• Counselors will be assigned to all students, and will schedule meetings with parents/guardians to assess student progress and interventions as needed</li> <li>• Student intervention after high truancy or absenteeism</li> <li>• Students not meeting the attendance standard will be entered into the SART process</li> </ul>						
<b>Expected Annual Measurable Outcomes</b>						
<b>Outcome #16: School will maintain low cohort dropout rates or lower than 8%</b>						
<b>Metric/Method for Measuring: Cohort dropout rate</b>						
APPLICABLE STUDENT GROUPS <sup>22</sup>	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	N/A – middle schools do not have a	N/A – middle schools do not have a	N/A – middle schools do not have a	N/A – middle schools do not have a	N/A – middle schools do not have a	N/A – middle schools do not have a

<sup>21</sup> API was not calculated for the previous school year.

<sup>22</sup> Applicable subgroups defined as subgroups with a numerically significant sample size for the 2018-19 LCAP.

	state reported rate	state reported rate	state reported rate	state reported rate	state reported rate	state reported rate
<b>GOAL #4</b>						
Focus on school culture	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 type="checkbox"/> 3 <input checked="" type="checkbox"/> 6 Local Priorities: <input type="checkbox"/> : <input type="checkbox"/> :					
<b>Specific Annual Actions to Achieve Goal</b>						
<p><i>Outcome L:</i></p> <ul style="list-style-type: none"> <li>Parents/guardians and students will be informed of school attendance policies specified in the Parent-Student Handbook</li> <li>Counselors will be assigned to all students, and will schedule meetings with parents/guardians to assess student progress and interventions as needed</li> <li>Student intervention after high truancy or absenteeism</li> <li>Students not meeting the attendance standard will be entered into the SART process</li> </ul> <p><i>Outcome M:</i></p> <ul style="list-style-type: none"> <li>Students will attend regular meetings with their school counselors to discuss pathways and requirements</li> <li>Counselors will be assigned to all students, and will schedule meetings with parents/guardians to assess student progress and interventions as needed</li> <li>Student intervention after high truancy or absenteeism</li> <li></li> </ul> <p><i>Outcomes N and O:</i></p> <ul style="list-style-type: none"> <li>School will continue its implementation of Safe &amp; Civil strategies, which includes alternatives to suspension such as in-school suspension, lunch detention, Saturday school, etc.<sup>23</sup> When necessary, the school will administer out-of-school suspensions in alignment with Element 10 of its charter petition.</li> <li>School will promote positive behavior supports</li> <li>School will implement consistent classroom behavior expectations school-wide</li> <li>Administrators and the School Culture team will regularly review real-time discipline data and reports</li> <li>Families will be involved in the educational process</li> <li>School prohibits suspension for willful defiance</li> <li>Green Dot Education Team will assess Green Dot Suspension and Expulsion policies annually</li> </ul>						
<b>Expected Annual Measurable Outcomes</b>						
<b>Outcome L: School will maintain a high Average Daily Attendance (“ADA”) rate</b>						
<b>Metric/Method for Measuring: ADA rate</b>						
APPLICABLE STUDENT GROUPS <sup>24</sup>	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	96%	90% or more	90% or more	90% or more	90% or more	90% or more
Socioecon. Disadv./Low Income Students	96%	90% or more	90% or more	90% or more	90% or more	90% or more
Latino Students	97%	90% or more	90% or more	90% or more	90% or more	90% or more

<sup>23</sup> In-school suspension, lunch detention and Saturday school are alternatives to suspension and are meant to be representative not inclusive of all strategies a school may select to use.

<sup>24</sup> Applicable subgroups defined as subgroups with a numerically significant sample size for the 2018-19 LCAP.

African American Students	94%	-	-	-	-	-
English Learners	97%	90% or more	90% or more	90% or more	90% or more	90% or more
Students with Disabilities	94%	90% or more	90% or more	90% or more	90% or more	90% or more
Foster Youth*	-	-	-	-	-	-

**Outcome M:** School will decrease student chronic absenteeism rate or less than 10%

**Metric/Method for Measuring:** Chronic absenteeism rates

APPLICABLE STUDENT GROUPS <sup>25</sup>	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	8%	Lower than 10%	Lower than 10%	Lower than 10%	Lower than 10%	Lower than 10%
Socioecon. Disadv./Low Income Students	8%	Lower than 10%	Lower than 10%	Lower than 10%	Lower than 10%	Lower than 10%
Latino Students	6%	Lower than 10%	Lower than 10%	Lower than 10%	Lower than 10%	Lower than 10%
African American Students	13%	Lower than 12%	Lower than 11%	Lower than 10%	Lower than 10%	Lower than 10%
English Learners	8%	Lower than 10%	Lower than 10%	Lower than 10%	Lower than 10%	Lower than 10%
Students with Disabilities	16%	Lower than 15%	Lower than 14%	Lower than 13%	Lower than 12%	Lower than 11%
Foster Youth	-	-	-	-	-	-

**Outcome N:** School will decrease suspension rate year-over-year or reduce its school-wide suspension rate to 5% or less

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

APPLICABLE STUDENT GROUPS <sup>26</sup>	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	17%	Lower than 16%	Lower than 15%	Lower than 14%	Lower than 13%	Lower than 12%
Socioecon. Disadv./Low Income Students	17%	Lower than 16%	Lower than 15%	Lower than 14%	Lower than 13%	Lower than 12%
Latino Students	13%	Lower than 12%	Lower than 11%	Lower than 10%	Lower than 9%	Lower than 8%
African American Students	30%	Lower than 29%	Lower than 28%	Lower than 27%	Lower than 26%	Lower than 25%
English Learners	15%	Lower than 14%	Lower than 13%	Lower than 12%	Lower than 11%	Lower than 10%
Students with Disabilities	12%	Lower than 12%	Lower than 11%	Lower than 10%	Lower than 9%	Lower than 8%
Foster Youth*	-	-	-	-	-	-

<sup>25</sup> Applicable subgroups defined as subgroups with a numerically significant sample size for the 2018-19 LCAP.

<sup>26</sup> Applicable subgroups defined as subgroups with a numerically significant sample size for the 2018-19 LCAP.

<b>Outcome O: School will maintain a low annual expulsion rate less than 0.5%</b>						
<b>Metric/Method for Measuring: Expulsion rate</b>						
APPLICABLE STUDENT GROUPS <sup>27</sup>	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	0.0%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%
Socioecon. Disadv./Low Income Students	0.0%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%
Latino Students	0.0%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%
African American Students	0.0%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%
English Learners	0.0%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%
Students with Disabilities	0.0%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%	Lower than 0.5%
Foster Youth*	-	-	-	-	-	-
<b>GOAL #5</b>						
Parent, Student and Community Engagement				Related State Priorities:		
				<input type="checkbox"/> 1	<input type="checkbox"/> 4	<input type="checkbox"/> 7
				<input type="checkbox"/> 2	<input type="checkbox"/> 5	<input type="checkbox"/> 8
				<input checked="" type="checkbox"/> 3	<input checked="" type="checkbox"/> 6	
				Local Priorities:		
				<input type="checkbox"/> :		
				<input type="checkbox"/> :		
<b>Specific Annual Actions to Achieve Goal</b>						
<p><i>Outcome P:</i></p> <ul style="list-style-type: none"> <li>Charter School will ask for parent volunteers to serve on the SAC</li> </ul> <p><i>Outcome Q:</i></p> <ul style="list-style-type: none"> <li>Charter School will have a Parent Coordinator who plans activities and manages communications with parents/guardians</li> <li>School will host at least 2 parent events per semester (e.g., open house, parent conference, coffee with principal)</li> <li>School will offer Parent University/trainings for interested families</li> </ul> <p><i>Outcome R:</i></p> <ul style="list-style-type: none"> <li>Schools will seek student and parent feedback regularly during the school year</li> <li>Families will continue to be involved in all key school operations</li> <li>School will communicate frequently with students and parents on school-related matters and student/school performance</li> <li>School will host events to develop school pride (e.g., open houses, community events)</li> </ul>						
<b>Expected Annual Measurable Outcomes</b>						
<b>Outcome P: At least 2 parents will serve on the School Advisory Council ("SAC")</b>						
<b>Metric/Method for Measuring: Number of parents on SAC</b>						

<sup>27</sup> Applicable subgroups defined as subgroups with a numerically significant sample size for the 2018-19 LCAP.

APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	Met target	At least 2 parents	At least 2 parents	At least 2 parents	At least 2 parents	At least 2 parents
<b>Outcome Q:</b> <i>At least 2 parent activities or events will be held per semester</i>						
<b>Metric/Method for Measuring:</b> <i>Number of parent activities</i>						
APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	Met target	At least 2 activities	At least 2 activities	At least 2 activities	At least 2 activities	At least 2 activities
<b>Outcome R:</b> <i>Students, families and the school community will feel a sense of connectedness</i>						
<b>Metric/Method for Measuring:</b> <i>School survey, at least 80% of responders would recommend this school to a friend</i>						
APPLICABLE STUDENT GROUPS	Baseline	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026
All Students (Schoolwide)	98%	At least 80%	At least 80%	At least 80%	At least 80%	At least 80%

*\* Foster Youth were not a numerically significant student group in the most recently approved Local Control and Accountability Plan.*

**The Ánimo Student (A Description of What it Means to be an “Educated Person” in the 21<sup>st</sup> Century)**

Ánimo Legacy students are "agents of change," individuals who will positively impact our communities. Ánimo Legacy students will be confident, disciplined, successful, proactive leaders who will excel in middle school, high school, college and beyond. Green Dot has identified four goals that describe what it means to be an “agent of change” and an educated person in the 21<sup>st</sup> century.

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

<p>voluntary service</p> <ul style="list-style-type: none"> <li>• Effective oral communicators in distinct situations</li> <li>• Informed participants in the democratic process</li> </ul>	<ul style="list-style-type: none"> <li>• Adaptive to a wide array of professional and cultural settings through exposure to events outside the immediate community</li> </ul>
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**Means to Achieve Mission and Vision (How Learning Best Occurs)**

Most students learn best in a nurturing, supportive environment where they are known and treated as individuals, and where their background is honored. Accordingly, personal attention to individual students and sensitivity to their backgrounds is a cornerstone of the Charter School. To ensure that students will receive the personalized attention they need, Ánimo Legacy and all schools that Green Dot opens/operates will be based on the core values, theory of change and academic model that Green Dot has developed over the past nineteen years.

**Green Dot’s Core Values**

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

- **An Unwavering Belief in all Students’ Potential:** All young adults can be successful learners if they are provided with an excellent academic environment and the necessary tools.
  - Key practices:
    - Provide special intervention courses based on specific needs of student population
    - Provide tiered support for all students through our MTSS
    - Invest in Clinical Services to support retention and success of students facing challenges
    - Provide enrichment courses for high achieving and gifted students. Examples of these enrichment courses are Honors Courses, Advanced Placement courses and other electives as determined by the school. Courses are available to all students, however, data-driven master scheduling is used to provide students with an academic course schedule that is best suited to meet their learning needs.
- **Passion for Excellence:** Strive for excellence in all endeavors. Challenges can be overcome through commitment and passion.
  - Key practices:
    - Use technology and assessment platforms to give teachers and principals real-time access to data
    - Focus on Key Results: Administrators regularly review student performance data with peers and supervisors, and receive feedback on strengths and areas of improvement
    - Structure peer observations among teachers and maintain open door policy
- **Personal Responsibility:** Take responsibility and initiative in our lives and encourage accountability for our actions.
  - Key practices:
    - Demonstrate personal integrity and high individual accountability
- **Respect for Others and the Community:** Respect others in our daily interactions and be positive impacts on our communities.
  - Key practices:
    - Foster collaboration with others
    - Promote a positive school culture

- Provide students with opportunities to develop self-discipline, cooperation, and respect for others inside and outside of the classroom
  - Cultivate the school’s mission, vision and core values
  - Build effective community partnerships and external relations
- **All Stakeholders are Critical in the Education Process:** Young adults will receive the best education when all stakeholders participate in the education process.
  - Key practices:
    - Provide opportunities for stakeholders to participate in the School Advisory Council
    - Host parent education workshops regarding accessing PowerSchool, A-G requirements, college access, conflict resolution and wellness
    - Ongoing satisfaction surveys to assess stakeholders’ opinions and areas of improvement for the school

**Green Dot’s Theory of Change:**

- **Firm Commitment to Serve All Students:** Green Dot is committed to serving the needs of every student, no matter their background. Green Dot schools are located in communities of highest need, where for many diverse reasons, students are often falling behind and at risk of dropping out. Our schools are located in the following communities: South Los Angeles, Watts, Boyle Heights, Inglewood, Lennox and Venice. In the 2020-21 school year, approximately 99% of current Green Dot students are African-American or Latino and more than 92% qualify for free or reduced price lunch. Green Dot is also committed to serving high-needs students with 20% EL and 15% special education student populations at our schools.<sup>28</sup> Moreover, all Green Dot schools are addressing the needs of students who have traditionally struggled in the public school system, and they are achieving greater results than comparable schools in standardized test scores, graduation rates and college matriculation.
- **Highly Effective Teachers:** Green Dot has built a Teacher Development and Evaluation System that provides a common language to guide teacher professional development, evaluation and collaboration for all Green Dot teachers. This framework identifies areas of support for teachers and uses multiple measures of teacher effectiveness (student growth, classroom observations and survey feedback) to create teacher effectiveness scores from Level 1 to Level 4 (Level 4 being a highly effective teacher).
- **Strong School Leaders:** In addition to the individual coaching and professional development that Green Dot principals and assistant principals receive, the organization has also made a large investment to develop an Administrator-in-Residence (“AIR”) program in which candidates are selected to participate in an intensive 12-month, multiple school-site administrator training program. The AIR program trains Residents on Green Dot’s transformation model and builds a pipeline of school leaders with the skills and experience to turnaround chronically failing schools. These Residents will then be placed as school leaders in future Green Dot schools.
- **Culture of Transparency, Performance & Accountability:** Green Dot values results and has built systems and processes to enable accountability and earned autonomy. Administrators and school staff members are able to view assessment results in Green Dot’s data systems and generate customizable reports with school-level, department-level, and teacher-level data. Staff also use Green Dot’s knowledge-sharing platform (Connect) to access resources and will be able to access professional evaluation data and a collection of

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<sup>28</sup> Based on demographic information across Green Dot Public Schools California, which will be publicly available on the California Department of Education’s DataQuest website.

training modules designed to improve teacher effectiveness on Ed Reflect. Students and parents will have access to the web-based, student information system PowerSchool where they can access student grades, test scores and attendance.

### **Green Dot’s Academic Model**

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

1. **Ensuring Quality Teaching & Instruction:** Dedicated, effective teachers with a passion for their work and their students are at the heart of the Green Dot model. Green Dot ensures high quality teaching and instruction in every classroom through its research-based methods of instruction, teacher effectiveness initiatives and robust professional development and supports. The College-Ready Teaching Framework – a rubric that defines the core competencies expected of all Green Dot teachers – is at the heart of the Teacher Development and Evaluation system. In addition, teachers will be able to pursue professional development and coaching support from the Instructional Coaches as well as from the Green Dot Education Team.
2. **Cultivating a College-going Culture:** Green Dot strives to attain high college acceptance rates by creating a culture of college-for-certain. School leaders create systems for ongoing academic counseling with counselors and advisors and offer college tours at every grade level. In addition, the school master schedule offers elective courses that support core content development (i.e., drama), as well as pre-AP pathways (i.e., honors courses). The elective courses offered are designed to support literacy across the curriculum and critical thinking with an emphasis on the use of text and rigorous problem-solving. Courses are structured to build students’ key cognitive strategies: intellectual openness, analysis, reasoning, accuracy and precision, and interpretation. School classrooms demonstrate the successful implementation of behavior management strategies. Support is provided to build key behaviors necessary for success in middle school, high school and college, such as self-monitoring, persistence, independent preparation abilities, and college-level study skills. Lastly, all Green Dot schools provide support to build students’ contextual awareness of college systems and culture.
3. **Eliminating Barriers to Learning:** Students come to Green Dot from a variety of backgrounds. Academically, many are far behind grade-level. Socially and emotionally, many require emotional guidance in order to be able to succeed academically. Green Dot strives to provide the academic intervention, counseling and clinical services necessary to break down these barriers. Green Dot school leaders successfully implement all three tiers of the Multi-Tiered System of Supports by appropriately providing intervention in literacy, math, English Language Development and Special Education for academic intervention. Green Dot schools offer an Advisory program that provides academic guidance, builds school culture & safety; and promotes college, career and personal development. Additionally, each school provides a menu of wrap-around services: mental health supports and psychological services; counseling groups; mentoring programs; and links to community partners for health and wellness programs.
4. **Promoting Leadership & Life Skills:** Green Dot aims to provide students with a broad set of tools, behaviors and skills to prepare them for college and beyond. Systems for student leadership such as student government, our student ambassador program, student mentorship, and the Principal’s Advisory Committee give students internal leadership experience. External experience is available through partnerships with community programs, including public speaking



opportunities, job shadowing, volunteer work, mentorships, and summer internships. Advisory programs teach and promote life skills and help to reduce dropouts, foster youth development, enhance academic achievement, and promote whole-being development.

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

Schoolwide Learner Outcomes, designed in accordance with the WASC Focus on Learning Guide, embody the goals and high expectations that are maintained for Green Dot students. Schoolwide Learner Outcomes for Ánimo Legacy include:

Ánimo graduates will be Socially Responsible Citizens who:

- Are culturally aware and are understanding and tolerant of the histories and values of different cultures
- Are leaders within their community who contribute to the improvement of life in their school and community
- Demonstrate personal responsibility and integrity
- Care for their physical environment

Ánimo graduates will be Effective Communicators who:

- Demonstrate skills of speaking, listening, reading, and writing for different purposes and in a variety of situations
- Collaborate, work effectively, and manage interpersonal relationships within diverse groups and settings
- Identify and use resources effectively to gather, communicate, and evaluate information

Ánimo graduates will be Academic Achievers who:

- Produce quality work across the curriculum
- Are knowledgeable with regards to educational pathways and career choices
- Are eligible for college by completing required coursework and equipped with the necessary skills to pursue and succeed in higher education

Ánimo graduates will be Critical Thinkers who:

- Know how to access information and integrate knowledge
- Think and write critically and analytically across the curriculum
- Demonstrate the thinking skills of application, analysis, synthesis, and evaluation in a logical and integrated manner

Ánimo graduates will be Life-long Learners who:

- Are open to discover and develop an enthusiasm and interest for learning
- Are adaptive to a wide array of professional and cultural settings
- Are goal-oriented and understand the importance of continual goal setting

**Curriculum and Instruction (How the Objective of Enabling Pupils to Become Self Motivated, Competent, Lifelong Learners is Met by the School)**

Green Dot has developed a research-based curriculum appropriate to the student demographics it serves that includes the following: course offerings, textbooks, curriculum maps, pacing guides, sample lesson plans, interim assessments and intervention programs. Additionally, Animo Legacy utilizes the core

model, another research-based approach to student learning. The model is derived from the following continuum of research-based practices:

- **Planning and Preparation:** Based on Essential Elements of Effective Instruction by Madeline Hunter.
  - Madeline Hunter developed the teacher “decision-making model” for planning instruction known as Instructional Theory in Practice (“ITIP”). This approach to teaching uses Direct Instruction (“DI”) as the framework for planning. DI refers to a rigorously developed, highly scripted method that is fast-paced and provides constant interaction with students.
- **Assessment and Learning:** Based on Understanding by Design: Backwards Design by Jay McTighe and Grant Wiggins.
  - The emphasis of Understanding by Design (“UbD”) is on "backward design," the practice of identifying the desired outcomes in order to design curriculum units, performance assessments and classroom instruction that will enable students to achieve these outcomes. The backward design approach is developed in three stages. Stage 1 starts with educators identifying the desired results of their students by establishing the overall goal of the lessons by using content standards, Common Core or state standards. Stage 2 focuses on evidence of learning by assessment.
  - Teachers plan performance tasks and evidence of understanding. Performance tasks determine what the students will demonstrate in the unit and what evidence will prove their understanding. This can include self-reflections and self-assessments on learning. Lastly, Stage 3 lists the learning activities that will lead students to the desired results.
- **Instructional Strategies:** Based on Teach Like a Champion by Doug Lemov.
  - Teach Like a Champion offers effective teaching techniques to help teachers become champions in the classroom. Additional details provided in the section entitled “Instructional Design, Methods and Strategies.”
- **Classroom Environment:** Based on “Safe and Civil Schools” by Randy Sprick.
  - Green Dot developed a School Culture Team based on the Safe & Civil program, which provides high-quality programs and staff development services to help educators create proactive and positive behavior management strategies in schools. These sessions include school walk-throughs with Green Dot School Culture specialists to observe discipline and school culture. Findings from these sessions are compiled to create school-specific professional development for teachers and the necessary support to create an environment where students can learn and where teachers can teach.
- **Culturally Responsive Pedagogy**
  - Green Dot Public Schools believes that culturally responsive pedagogy can increase student engagement, provide access to content, and as a result, bolster feelings of confidence and understanding in students. Green Dot’s Education team is currently analyzing the works of experts in the education field to refine our approach to Culturally Relevant Pedagogy and align our teacher supports to research driven best practices. School leaders and teacher leaders have read Zaretta Hammond’s Culturally Responsive Teaching and the Brain and use her Ready for Rigor framework to work towards a culturally responsive classroom experience for all students.

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

Research-based instructional frameworks may include active learning, brain-based teaching and learning, differentiated instruction and sheltered instruction to ensure the success of all students at high levels. Research is provided by numerous books, videos, and articles (for example, articles from the Association of Supervision and Curriculum Development) as well as conferences and seminars. Ánimo Legacy and

other Green Dot schools have used books in staff development including: 101 Active Learning Strategies (Mel Silberman, published April 1, 1996), Teaching With The Brain In Mind (Eric Jensen, published January 1, 2005), Classroom Instruction That Works (Marzano, Pickering, Pollock, published January 15, 2012), Professional Learning Communities at Work (Richard DuFour, published 1998), and Focus: Elevating the Essentials to Radically Improve Student Learning (Mike Schmoker, published 2011) among others. Teachers attend numerous conferences that include: Successful Inclusion Strategies (Susan Fitzell), Engaging Students Through Block Scheduling (Louis Mangione), Vocabulary Development Strategies That Boost Reading and Learning Across All Subject Areas (Kate Kinsella) among many others. This research allows Ánimo Legacy teachers to learn from successful models and begin implementing strategies in their classroom.

Serving a diverse student population that will need remediation, acceleration and language development, students are grouped in heterogeneous classrooms where all teachers utilize differentiated instruction. Instruction is differentiated based on student data and formative assessments to create a culturally responsive classroom for students to learn. Based on Doug Lemov's Teach Like a Champion, Green Dot has adopted instructional specific, concrete, and actionable techniques focused on student engagement and student accountability for rigorous learning. The following techniques have been identified to ensure teachers are setting high academic expectations, engaging students in lessons and creating a strong classroom culture:

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

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

Additionally, to best meet the needs of students at Ánimo Legacy and maintain a small school environment, Green Dot implemented the "core" model at Henry Clay. The "core" model uses the grade level team as the hub of support for students. Within each grade level, students are grouped in a "core" of approximately 125 - 150 students that share the same four core teachers for English Language Arts, Math, Science and History. This "core" is the support system for students working as a team of teachers for student

intervention, parent conferences, and student recognition and incentives. At each grade level, students are supported by grade level administrators, counselors, and campus security officers to ensure that a student has a team of adults that will personalize their learning experience. The core model is based on research of the most effective middle schools and is centered around collaboration, personalized learning, and connection to school and community. Research includes, *Best Practices in Middle School Design Prepared for Boyertown Area School District*, July 2015 prepared by Hanover Research, *Middle Level Learning: Compendium of Research and Best Practice*, 2014, Senechal and Stringer, and *This We Believe: Keys to Educating Young Adolescents*, Association of Middle Level Educators.

It is required that all Ánimo Legacy students take courses that are high school-preparatory and are aligned with the Common Core State Standards. All students are required to successfully complete required curriculum credits upon promotion from 8<sup>th</sup> grade. Because Green Dot's educational program emphasizes regular formative assessments and the use of data to increase student achievement, our pacing plans, which prepare for our internal quarterly assessments, guide and define the scope and sequence of the curriculum taught in our schools with regard to the four core subject areas identified by California's State Board of Education. Green Dot schools implement common assessments in English Language Arts, Math, Science and History. Ánimo Legacy emphasizes the traditional subjects of Math, Science, English Language Arts, and Social Studies, as well as a variety of electives to provide opportunities for students to receive enrichment. Electives in the school may include Drama, Composition and Investigations for English Language Arts. These courses will offer students achieving at or above grade level in reading the opportunity for additional development in reading, writing and speaking skills. Additional electives include Technology and Physical Education for students achieving at or above grade level in Math.

Below is an outline of Green Dot's recommended middle school curriculum. The curriculum places an emphasis on ensuring that all students are at or above grade level by their eighth grade year in order to be prepared for high school. Electives will be provided to students performing at or above grade level and intervention courses will be provided for students who need additional support in their core content classes. Each year multiple measures including state assessments, teacher assessments and grades will be used to determine a student's course schedule for the upcoming year and whether or not they will have enrichment electives or intervention courses. This curriculum complies with Education Code 47605(d)(1) by meeting all statewide standards.

This curriculum will be followed at Ánimo Legacy. Administrators and teachers may make adjustments to the school's master schedule and add additional Green Dot-approved courses in order to meet the specific needs of their students. Teachers are provided with professional development prior to the school year and on an on-going basis to support their implementation of the curriculum and the use of data to inform instruction. The recommended curriculum is based upon CCSS and CA State standards for each content area, and State-adopted texts are used in all core areas. The middle school curriculum will offer Drama as a Visual and Performing Arts course in the 6th grade for students who do not require literacy intervention. Other VAPA opportunities may be available to students through clubs and/or the After School Program. Green Dot values the importance of elective offerings and exposing students to a variety of experiences in the classroom, however, the academic needs of our students are prioritized in order to ensure that they promote from our middle school at or above grade level and high school ready.

The recommended curriculum is based upon the CCSS for ELA and Math, Next Generation Science Standards ("NGSS"), History-Social Science Standards, English Language Development ("ELD") Standards, and remaining CCSS. Literacy CCSS are incorporated in History and Science, and Next Generation Science Standards are also being integrated in the curriculum. State-adopted texts are used in all core subjects.

**Outline of Ánimo Legacy’s Curriculum**

	<b>6<sup>th</sup> Grade</b>	<b>7<sup>th</sup> Grade</b>	<b>8<sup>th</sup> Grade</b>
<b>Core Courses</b>	<ul style="list-style-type: none"> <li>English 6</li> <li>Literacy Enrichment or Intervention*</li> </ul>	<ul style="list-style-type: none"> <li>English 7</li> <li>Literacy Enrichment or Intervention*</li> </ul>	<ul style="list-style-type: none"> <li>English 8</li> <li>Literacy Enrichment or Intervention*</li> </ul>
	<ul style="list-style-type: none"> <li>Math 6</li> <li>Math Foundations or Intervention**</li> </ul>	<ul style="list-style-type: none"> <li>Math 7 (Pre-Algebra, Pre-Algebra Honors)</li> <li>Math Foundations or Intervention**</li> </ul>	<ul style="list-style-type: none"> <li>Math 8 (Essentials for Algebra or Algebra 1)</li> <li>Math Foundations or Intervention**</li> </ul>
	<ul style="list-style-type: none"> <li>Life Science</li> </ul>	<ul style="list-style-type: none"> <li>Physical Science</li> </ul>	<ul style="list-style-type: none"> <li>Earth Science</li> </ul>
	<ul style="list-style-type: none"> <li>World History &amp; Geography: Ancient Civilizations</li> </ul>	<ul style="list-style-type: none"> <li>World History &amp; Geography: Medieval and Early Modern Times</li> </ul>	<ul style="list-style-type: none"> <li>United States History and Geography</li> </ul>
<b>Advisory</b>	<ul style="list-style-type: none"> <li>Advisory 6</li> </ul>	<ul style="list-style-type: none"> <li>Advisory 7</li> </ul>	<ul style="list-style-type: none"> <li>Advisory 8</li> </ul>
<b>Sample Electives</b>	<ul style="list-style-type: none"> <li>21<sup>st</sup> Century Learning Labs</li> <li>Drama***</li> <li>Physical Education</li> </ul>	<ul style="list-style-type: none"> <li>21<sup>st</sup> Century Learning Labs</li> <li>Composition</li> <li>Physical Education</li> </ul>	<ul style="list-style-type: none"> <li>21<sup>st</sup> Century Learning Labs</li> <li>Investigations</li> <li>Journalism</li> <li>Physical Education</li> </ul>
<p>*Students identified as needing additional support in English language arts would follow the Intervention Pathway by taking Literacy Enrichment or Literacy Intervention as their elective. English Learners would benefit from Green Dot’s English Language Development (“ELD”) courses as applicable. Special Needs students would benefit from Green Dot’s Special Needs/Academic Success courses as applicable.</p> <p>**Students identified as needing additional support in Math would follow the Intervention Pathway of Math Foundations as their elective. Special Needs students benefit from Green Dot’s Special Needs/Academic Success courses as applicable.</p> <p>*** Drama is the only Visual and Performing Arts currently offered. Other VAPA opportunities may be available to students through clubs and/or the After School Program.</p>			

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

**Green Dot Middle School Curriculum**

**History/Social Science**

The History-Social Science curriculum is a well-balanced rigorous program based on the California History-Social Science Framework and the Common Core State Standards for Literacy in History-Social Studies. This program provides both breadth and depth of exploration in the subject area, developing writing, research, and analytical reading skills.

<b>Course Title</b>	<b>Core/College Prep</b>	<b>Grade</b>	<b>Course Length</b>
Ancient Civilizations A/B	Core, Non-College Prep	6	YEAR

World History MS A/B	Core, Non-College Prep	7	YEAR
US History MS A/B	Core, Non-College Prep	8	YEAR
21st Century Learning: Leadership/Life A/B	Elective, Non-College Prep	6-8	YEAR

**Ancient Civilizations A**

**Ancient Civilizations B**

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

**World History MS A**

**World History MS B**

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

**US History MS A**

**US History MS B**

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

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

**21st Century Learning - Leadership/Life A**

**21st Century Learning - Leadership/Life B**

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Students taking 21st Century Learning Lab Year 1 will solve relevant problems using literacy, digital tools and the design process. Students will practice three sets of skills while thinking critically for solutions to the challenges posed in class. Activities may be designed around solving real-world problems in the community and will include reading, writing and analysis. The development of Learning and Innovation skills, Life and Career Skills, and the 21<sup>st</sup> century skills of Creativity, Collaboration, Communication and Critical Thinking underpin the daily learning of students.

**English**

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

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

**ENGLISH 6 A**

**ENGLISH 6 B**

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This course focuses on teaching students’ skills and strategies for critical, independent reading and writing of increasingly complex informational and literary texts. Driven by the Common Core standards, each core novel unit is supplemented with related nonfiction text sets that help build background knowledge and vocabulary students need to successfully comprehend and analyze each text. Instruction in each CCSS standards-based unit of study interrelates reading, writing, speaking, and language study. Students are provided with multiple opportunities to articulate their own ideas, as well as to question, interpret, and evaluate others’ ideas. In the 6th grade students will determine the central idea of each text and learn how to write a summary of the text that is distinct from personal opinions and judgments. The goal of instruction is to support students in becoming independent, strategic, critical readers, writers,

listeners, and speakers who communicate effectively for multiple purposes and to various audiences. Students will write arguments to support claims with clear reasons and relevant evidence, informative/explanatory texts to examine topics and convey ideas, and narratives to develop real or imagined experiences or events. In alignment with the demands of the CCSS, students will draw evidence from literary or informational texts to support analysis, reflection and research.

**ENGLISH 7 A****ENGLISH 7 B**

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

**ENGLISH 8 A****ENGLISH 8 B**

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The main objective of this course is to prepare students for success in high school and build student readiness for college. This course focuses on teaching students skills and strategies for critical, independent reading and writing of increasingly complex informational and literary texts. Driven by the Common Core standards, each core novel unit is supplemented with related nonfiction text sets that help build background knowledge and vocabulary students need to successfully comprehend and analyze each text. Instruction in each CCSS standards-based unit of study interrelates reading, writing, speaking, and language study. Students are provided with multiple opportunities to articulate their own ideas, as well as to question, interpret, and evaluate others' ideas. In the 8th grade students will analyze a theme or central idea in a text and its development over the course of the text, including its relationship to supporting ideas. The goal of instruction is to support students in becoming independent, strategic, critical readers, writers, listeners, and speakers who communicate effectively for multiple purposes and various audiences. Students will write arguments to support claims with clear reasons and relevant evidence, informative/explanatory texts to examine topics and convey ideas, and narratives to develop real or imagined experiences or events. In alignment with the demands of the CCSS, students will draw evidence from literary or informational texts to support analysis, reflection and research.

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**Designated and Integrated ELD for All English Learners**

Designated ELD courses at Ánimo Legacy prepare all English Learners for success in English instruction, including English Language Arts. Designated ELD courses offer protected time during the school day to focus on skills in all four strands of language—listening, speaking, reading and



writing – which are systematically developed through intentional teacher planning and instruction using the CA ELD Standards and Features of Designated ELD to drive instruction. The Green Dot Designated Program includes both specific Designated course sections as well as Targeted Designated Supports within Core or Elective courses. English learners have diverse needs, and our EL populations vary in size and type, so several models of designated instruction are offered to ensure the instructional program meets individual students' needs. All ELs are assigned a Designated Program (course and/or targeted supports) based on their language proficiency and other academic performance data. With the exception of the Newcomer Program, ELD courses do not replace core English classes. Designated instructional time varies based on student proficiency and will be included as part of students' individual progress monitoring and tracked on the ELLevation platform.

**Option 1: Designated ELD Course**

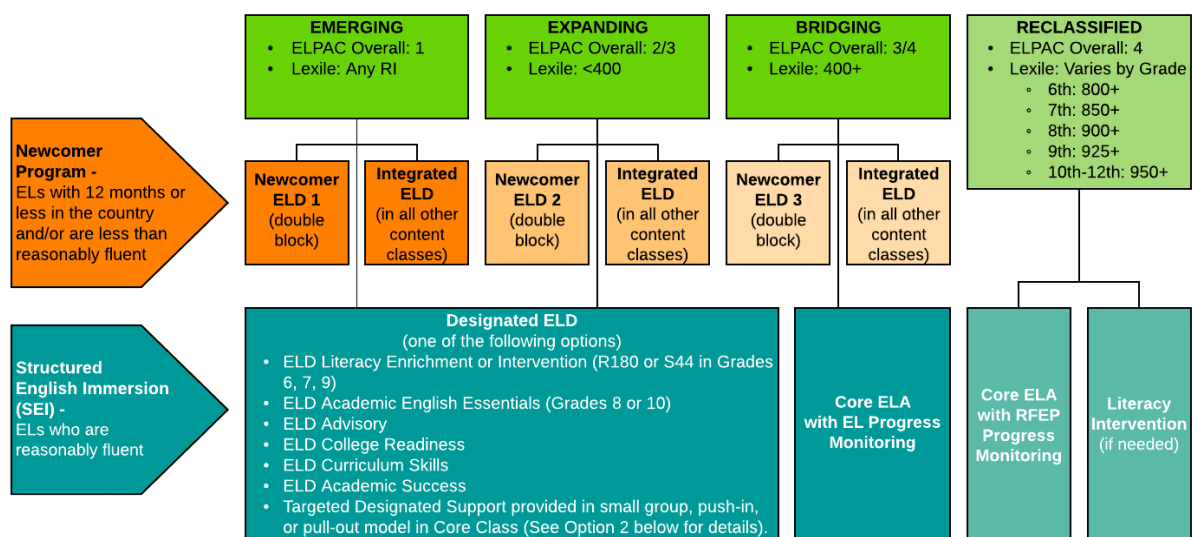
Designated courses focus on intentional language development, guided by the ELD standards and the designated Principles above, along with other literacy needs based on student data.

**Option 2: Targeted Designated Support within a Core or Elective Course.**

Within this approach, ELs will receive designated ELD instruction, guided by the ELD standards and designated principles listed above, during a designated time within the block period. In each case, ELs will have full access and support with the core instruction. Where ELD is included in an ELA or Elective block, the classes are monitored to ensure ELD instruction is effectively implemented.

- **Small group instruction:**
  - ELs are grouped by similar proficiency levels and receive targeted designated instruction driven by the ELD standards at a specific time within the block period.
- **Push in or Pull out:**
  - A designated teacher, EL lead, or other qualified teacher is assigned to work with a small group of ELs during the core or elective course period either by pushing in or pulling out ELs for targeted designated instruction driven by the ELD standards.

**EL Placement Chart**



**Note:** Ideally, all students with fewer than 12 months in the country and minimally developed oral (listening and speaking) and written (reading and writing) English skills should be placed in a Newcomer Program. Schools with too few students to offer a Newcomer ELD program may include ELs in the most appropriate Designated course and ensure that students receive supplemental instruction appropriate to their proficiency level with curriculum such as Imagine Learning.

**Option 1: Designated ELD Courses**

ELs may receive one or a combination of the courses listed below. With the exception of the Newcomer Program, ELD courses do not replace core English classes.

Course Title	Placement Considerations	Instructional Model
<p><b>Newcomer ELD</b></p>	<ul style="list-style-type: none"> <li>• Newcomer ELs <math>\leq</math> 12 months in the country and/or whose data shows they need intensive EL support</li> <li>• Separate sections for ELD 1, 2 and 3 based on ELPAC scores, lexile and portfolio data (see EL Placement Chart above).</li> <li>• Students are enrolled in 2 sections of newcomer ELD* per day in lieu of core ELA and literacy intervention.</li> </ul>	<p>Teachers use a rotation model to ensure students get software time, small group direct instruction, and independent work or reading time each week. Students receive ELD standards driven instruction in every class.</p> <p><i>Curriculum Resources:</i></p> <ul style="list-style-type: none"> <li>• Core: High School: <i>Edge Middle School: Inside ELD</i></li> <li>• Supplemental: <i>Imagine Learning</i></li> </ul>
<p><b>ELD Literacy Enrichment</b></p>	<ul style="list-style-type: none"> <li>• Els with lexile and language proficiency data that illustrates a combination of reading support and language support is needed.</li> <li>• Newcomer ELs may be placed in this course if the school does not have enough students to offer a Newcomer Program</li> </ul>	<p>Teachers use a rotation model to ensure students get S44 or R180 software time, small group direct instruction, and independent reading time with books in their lexile range each week. Small group instruction is driven by ELD standards, assessed by EL Benchmark Assessments, and monitored through progress monitoring in Ellevation. Students receive ELD standards driven instruction in every class.</p> <p><i>Curriculum Resources:</i></p> <ul style="list-style-type: none"> <li>• Houghton Mifflin Harcourt’s S44 and Read180 Universal curriculum with ELs receiving targeted language support in small group</li> <li>• <i>Imagine Learning</i> software for Newcomers who are not yet ready for S44 or R180 Software</li> </ul>
<p><b>ELD Academic English Essentials</b></p>	<ul style="list-style-type: none"> <li>• ELs with lexile and language proficiency data that illustrates a need for academic language and literacy support</li> <li>• Newcomer ELs may be placed in this course if the school does not have enough students to offer a Newcomer Program</li> </ul>	<p>This course is driven by instructional routines that build high-utility academic vocabulary. Students engage in speaking, listening and writing incorporating specific language forms and functions for different audiences and purposes. ELD Standards driven Instruction is driven by ELD standards, assessed by EL Benchmark Assessments, and monitored through progress monitoring in Ellevation.</p> <p>Curriculum</p> <ul style="list-style-type: none"> <li>• Houghton Mifflin Harcourt’s English 3D curriculum</li> <li>• <i>Imagine Learning</i> software for newcomers</li> </ul>

<p><b>ELD Advisory</b></p>	<ul style="list-style-type: none"> <li>• ELs who do not need a literacy enrichment course and would benefit from more general academic support and/or social-emotional support as an EL.</li> <li>• Newcomer ELs may be placed in this course if the school does not have enough students to offer a Newcomer Program</li> </ul>	<p>This course provides students with an opportunity to build positive relationships, increase academic resiliency, and develop the whole child. Advisory aims to promote the desired school culture through the College, Leadership and Life Framework. ELD Standards driven Instruction is driven by ELD standards, assessed by EL Benchmark Assessments, and monitored through progress monitoring in Ellevation.</p> <p><i>Curriculum</i></p> <ul style="list-style-type: none"> <li>• <i>Second Step</i> or Similar curriculum</li> <li>• Imagine Learning software for newcomers</li> </ul>
<p><b>ELD Academic Success</b></p>	<ul style="list-style-type: none"> <li>• ELs with IEPs</li> <li>• Newcomer ELs may be placed in this course if the school does not have enough students to offer a Newcomer Program</li> </ul>	<p>This course supports ELs with IEPs by providing academic coaching by a teacher in the areas of organization, reading, writing, math and transition. The teacher provides students with support to progress in the general education curriculum and meet IEP goals by providing differentiated support and individual and group re-teaching. ELD Standards driven Instruction is driven by ELD standards, assessed by EL Benchmark Assessments, and monitored through progress monitoring in Ellevation.</p>

**Option 2: Targeted Designated Support within a Core or Elective Course**

Course Title	Protected Designated Time	Targeted Designated Support
<p><b>Core ELA English Course</b></p> <p><i>Or</i></p> <p><b>Elective Course</b></p>	<p>Within this approach, ELs will receive designated ELD instruction, guided by the ELD standards and designated principles, during a protected designated time within the block period. In a core ELA course, ELs will have full access to core instruction. If ELs are pulled out for designated ELD, they will not be removed from whole group instruction. These classes are monitored to ensure ELD instruction is effectively implemented. Protected designated instructional time varies based on student proficiency and will be included as part of students' individual progress monitoring and tracked on the ELlevation platform.</p>	<p>Students will acquire English language proficiency through differentiated instruction and appropriate grouping .</p> <ul style="list-style-type: none"> <li>• <b>Small group instruction:</b> <ul style="list-style-type: none"> <li>○ ELs are grouped by similar proficiency levels and receive targeted designated instruction driven by the ELD standards at a specific time within the block period.</li> </ul> </li> <li>• <b>Protected time</b> <ul style="list-style-type: none"> <li>○ A designated teacher, EL lead, or other qualified teacher is assigned to work with a small group of ELs during the core or elective course period either by having a staff member providing targeted designated instruction driven by the ELD standards. If ELs are pulled out, they will not be removed from whole group instruction.</li> </ul> </li> </ul>

**Levels of Linguistic Support**

The following chart can be used to support decisions about individual student placement and whether a designated course or targeted designated supports within a core or elective course will be most appropriate.

Level of Linguistic Support	ELPAC	Lexile	
	Overall	Grades 6-8	Grades 9-12
<b>Light</b>	4 Bridging	>900L	>1000L
<b>Moderate</b>	3 Expanding	>850L	>950L
<b>Substantial</b>	≤ 3 Emerging or low expanding	<800L	<900L

\*Students who perform in the ELPAC high expanding and bridging range and who have a 1000L or greater may receive their designated instruction within an ELA core class, where the teacher is required to provide ELD and ensure progress toward reclassification.

All Ánimo Legacy English learners receive Integrated ELD support in all content areas – math, science, social studies and electives - throughout the school day so that ELs learn content while also practicing English language skills needed to be successful. All Integrated ELD instruction follows the CA ELD Framework and Essential Features of Integrated ELD to provide rigorous content and language instruction for all ELs. Ánimo Legacy uses the EL Master Plan and consults with the Director of Literacy Programs and EL Coordinator on final course offerings and placement of students.

**Mathematics**

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

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

**Math 6 A**  
**Math 6 B**

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This course contains complete alignment, coverage, and support for the Standards for Mathematical Content and Practice. General Math 6 focuses on developing number sense by building on students’

understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; comparing quantities using ratios, rates, and percents; algebraic thinking by writing, interpreting, and using expressions and equations; geometry; and statistical thinking.

**Math 7 A****Math 7 B**

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

**MATH 8 A****MATH 8 B**

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

**ALGEBRA 1 MS A****ALGEBRA 1 MS B**

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

**Integrated Science**

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The middle school course sequence aims to provide the foundational skills and knowledge for students to learn the concepts, principles, and theories of science at the high school level. Each curriculum unit integrates two to three science content areas (earth and space science, life science, and/or physical science), as well as engineering. The curriculum for this course follows Stanford NGSS Integrated Curriculum: An Exploration of a Multidimensional World. Because the integrated units incorporate a vast

range of topics, each unit contains many different phenomena for students to investigate, explain, or problem-solve through application of the seven Crosscutting Concepts and eight Science and Engineering Practices. Each unit also has one anchoring phenomenon and one context for a culminating project that ties these various phenomena together. This is aligned with the instructional approach utilized in this curriculum -- “project-based learning” -- in which students work in teams to tackle complex, real-world issues through rigorous, long-term projects. By centering our units around student sense-making and problem-solving of phenomena, the focus of learning shifts away from only learning about topics and more towards using understanding of topics to figure out why or how things happen in the world. This promotes student-generated questioning and thus supports students’ agency for wanting to build their own scientific knowledge. As a result, students leave with deeper understandings and a process that can more readily be applied to other real-world phenomena in the future. Included in each unit are language development strategies to support Integrated ELD. Additionally, optional pop-out lessons are available following each unit that allows students to apply what they’ve learned to delve deeper into the intersection of social justice, science, and the “greater good”. The science curriculum offers a balanced and academically rigorous program based on the Next Generation Science Standards.

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

**INTEGRATED SCIENCE 6 A**  
**INTEGRATED SCIENCE 6 B**

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Integrated Science 6 is the second course of the California Integrated Middle School course model consisting of four science content units aligned to the Next Generation Science Standards, plus a preparatory group work unit. Each curriculum unit integrates two to three science content areas (earth and space science, life science, and/or physical science), as well as engineering. Students will begin the Fall semester with an exploration of the energy transfer involved in making objects move and how the human body coordinates and produces the energy output for this event. The second unit of the Fall semester will engage students in understanding weather in different regions across the world and how people in these different regions utilize technology to survive in regions with extreme climates. The Spring semester begins with a study of how both genetic and environmental factors influence changes in organisms. The course culminates with a unit in which students analyze and interpret data related to global warming and ask questions about the various factors impacting global warming.

**INTEGRATED SCIENCE 7 A**  
**INTEGRATED SCIENCE 7 B**

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Integrated Science 7 is the second course of the California Integrated Middle School course model consisting of four science content units aligned to the Next Generation Science Standards, plus a preparatory group work unit. Each curriculum unit integrates two to three science content areas (earth and space science, life science, and/or physical science), as well as engineering. Students will begin the Fall semester with an exploration of how natural processes on Earth and human activity have created the ecosystems we see today. The second unit of the Fall semester will require students to develop models of matter that can be used to help us understand more about resources we use through the lens of resource

availability, molecular structure, and states of matter. The Spring semester begins with an exploration of how energy and matter flows within natural and designed systems. The course culminates with a unit in which students grapple with the challenge of sustaining biodiversity in a modern, changing world. In addition to the four content units in this Integrated Science 7 course, a 2-3 week unit on Sexual Education will be taught in accordance with the California Healthy Youth Act. This unit may be taught at any point in the year, at the discretion of the course teacher.

**INTEGRATED SCIENCE 8 A**  
**INTEGRATED SCIENCE 8 B**

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Integrated Science 8 is the second course of the California Integrated Middle School course model consisting of four science content units aligned to the Next Generation Science Standards, plus a preparatory group work unit. Each curriculum unit integrates two to three science content areas (earth and space science, life science, and/or physical science), as well as engineering. Students will begin the Fall semester with an exploration of how to prevent asteroid collisions by examining the fossil record and investigating the forces and motion relevant to asteroid collisions. The second unit of the Fall semester will require students to develop a model of the Sun-Earth-Moon system in order to work toward creating a telescope route through the solar system. The Spring semester begins with a continued examination of the fossil record from the Fall semester and other pieces of evidence to form a more cohesive picture of Earth’s history and how species have changed over time. The course culminates with a unit in which students analyze and interpret data to explain the impact of rising human population on Earth’s systems.

**Electives**

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

Course Title	Core/College Prep	Grade	Course Length
Physical Education	Non-Core, Non-College Prep	6-8	YEAR
Investigations	Non-Core, Non-College Prep	8	YEAR
Spanish 8 MS	Core, Non-College Prep	8	SEMESTER
Drama	Core, Non-College Prep	6	SEMESTER
Advisory	Non-Core, Non-College Prep	6-8	YEAR
Student Council	Non-Core, Non-College Prep	6-8	YEAR
Graphic Design	Non-Core, Non-College Prep	6-8	YEAR
Composition	Non-Core, Non-College Prep	7	YEAR
Academic English Essentials	Core, Non-College Prep	8	YEAR
Intro to Music MS	Non-Core, Non-College Prep	8	YEAR
21st Century Learning: Prob-Solving	Non-Core, Non-College Prep	6-8	YEAR

**PE MS A**  
**PE MS B**

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

**INVESTIGATIONS MS 8 A**  
**INVESTIGATIONS MS 8 B**

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

**SPANISH MS 8 A**  
**SPANISH MS 8 B**

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

**DRAMA MS A**  
**DRAMA MS B**

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

**ADVISORY 6 A**  
**ADVISORY 6 B**  
**ELD ADVISORY 6 A**  
**ELD ADVISORY 6 B**



**ADVISORY 7 A**  
**ADVISORY 7 B**  
**ELD ADVISORY 7 A**  
**ELD ADVISORY 7B**  
**ADVISORY 8 A**  
**ADVISORY 8 B**  
**ELD ADVISORY 8 A**  
**ELD ADVISORY 8 B**

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

**GRAPHIC DESIGN MS A**  
**GRAPHIC DESIGN MS B**

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

**COMPOSITION MS 7 A**  
**COMPOSITION MS 7 B**

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

**STUDENT COUNCIL A**  
**STUDENT COUNCIL B**

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

**ACADEMIC ENGLISH ESSENTIALS 8 A**  
**ACADEMIC ENGLISH ESSENTIALS 8 B**

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

**INTRO TO MUSIC MS A****INTRO TO MUSIC MS B**

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Introduction to Music and Beginning Band Class. Students will learn to read basic sheet music and practice rhythm. By the end of the 10-week (quarter-long) course, they will be introduced to different instruments so they can learn their preference when they go to Band in High School.

**21ST CENTURY LEARNING: PROBLEM SOLVING 1A****21ST CENTURY LEARNING: PROBLEM SOLVING 1B**

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Students taking 21st Century Learning Lab Year 1 will solve relevant problems using literacy, digital tools and the design process. Students will practice three sets of skills while thinking critically for solutions to the challenges posed in class. Activities may be designed around solving real-world problems in the community and will include reading, writing and analysis. The development of Learning and Innovation skills, Life and Career Skills, and the 21st century skills of Creativity, Collaboration, Communication and Critical Thinking underpin the daily learning of students.

**21ST CENTURY LEARNING: PROBLEM SOLVING 2A****21ST CENTURY LEARNING: PROBLEM SOLVING 2B**

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Students taking 21st Century Learning Lab Year 2 will build on the basic skills they developed in year 1. Students will solve new relevant problems using literacy, digital tools and the design process. Students will practice three sets of skills while thinking critically for solutions to the challenges posed in class. The development of Learning and Innovation skills, Life and Career Skills, and the 21st century skills of Creativity, Collaboration, Communication and Critical Thinking underpin the daily learning of students.

**21ST CENTURY LEARNING: PROBLEM SOLVING 3A****21ST CENTURY LEARNING: PROBLEM SOLVING 3B**

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Students taking 21st Century Learning Lab Year 3 continue to sharpen the skills they used in year 2. Students will solve a new set of relevant problems identified by community members using literacy, digital tools and the design process. Students will practice three sets of skills while thinking critically for solutions to the challenges posed in class. The development of Learning and Innovation skills, Life and Career Skills, and the 21st century skills of Creativity, Collaboration, Communication and Critical Thinking underpin the daily learning of students.

**Green Dot Middle School Intervention Courses**

Course Title	Core/College Prep	Grade	Course Length
Literacy Enrichment A/B	Core, Non-College Prep	6-8	YEAR
Math Foundations MS 6 A/B	Core, Non-College Prep	6	YEAR
Math Foundations MS 7 A/B	Core, Non-College Prep	7	YEAR
Math Foundations MS 8 A/B	Core, Non-College Prep	8	YEAR

- LITERACY ENRICHMENT MS 6 A**
- LITERACY ENRICHMENT MS 6 B**
- LITERACY ENRICHMENT MS 7 A**
- LITERACY ENRICHMENT MS 7 B**
- LITERACY ENRICHMENT MS 8 A**
- LITERACY ENRICHMENT MS 8 B**

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

- MATH FOUNDATIONS MS 6 A**
- MATH FOUNDATIONS MS 6 B**

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

- MATH FOUNDATIONS MS 7 A**
- MATH FOUNDATIONS MS 7 B**

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

- MATH FOUNDATIONS 8 A**

## **MATH FOUNDATIONS 8 B**

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

### **Special Education**

The Special Education courses are designed to prepare students to meet alternate standards found in the Curriculum Guide for Students with Moderate to Severe Disabilities. Students enter into and move through the standards at an individual pace in a Special Day Program setting as needed.

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

<b>Course Title</b>	<b>Grade</b>	<b>Units</b>	<b>Designation</b>
Practical English A	6-8	5	Pract Eng A
Practical English B	6-8	5	Pract Eng B
Practical Math A	6-8	5	Pract Math A
Practical Math B	6-8	5	Pract Math B
Practical Social Studies A	6-8	5	Pract Social Sci A
Practical Social Studies B	6-8	5	Pract Social Sci B
Social Studies/History A	6-8	5	Social Sci Com A
Social Studies/History - A	6-8	5	Social Sci Com B
Social Studies/ History Consumer A	6-8	5	Social Sci Con A
Social Studies/ History Consumer B	6-8	5	Social Sci Con B
Practical Science A	6-8	5	Pract Sci A
Practical Science B	6-8	5	Pract Sci B

### **PRACTICAL ENGLISH A PRACTICAL ENGLISH B**

This course emphasizes the development of survival reading and writing skills as they are applied to daily living. The course focuses on the interpretation of a variety of printed materials commonly found in the home and the community.

This course is designed to prepare students to meet alternate standards found in the *Curriculum Guide for Students with Moderate to Severe Disabilities*. Students enter into and move through the standards at an individual pace as these courses are based on the CAPA standards to provide students with an alternative and functional curriculum.

**APPLIED ENGLISH A**  
**APPLIED ENGLISH B**

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This course promotes the continued development and practical application of basic reading and written communication skills. Focus is on the use of reading and writing as they relate to functioning independently and effectively on a day-to-day basis in the community in which the student lives.

This course is designed to prepare students to meet alternate standards found in the *Curriculum Guide for Students with Moderate to Severe Disabilities*. Students enter into and move through the standards at an individual pace.

**COMMUNITY ENGLISH A**  
**COMMUNITY ENGLISH B**

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This course emphasizes awareness and recognition of basic functional and safety words in the student's environment. Focus is on the individual's need to recognize and respond to printed words and logos in order to safely and more independently function in his or her home and community environments.

This course is designed to prepare students to meet alternate standards found in the *Curriculum Guide for Students with Moderate to Severe Disabilities*. Students enter into and move through the standards at an individual pace.

**PRACTICAL MATH A**  
**PRACTICAL MATH B**

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This course promotes the continued development and practical application of basic mathematics skills. It emphasizes those skills a student needs to more independently function in the home, community, or vocational environment.

This course is designed to prepare students to meet alternate standards found in the *Curriculum Guide for Students with Moderate to Severe Disabilities*. Students enter into and move through the standards at an individual pace.

**PRACTICAL SOCIAL STUDIES A**  
**PRACTICAL SOCIAL STUDIES B**

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This course emphasizes the relationship of local government to the individual within the community. The focus is on identifying the location, telephone number and nature of basic governmental services relevant to the student as a person living in a community. In addition, this course emphasizes the skills needed to obtain basic and vital information necessary to function efficiently within the student's natural environment. The course will focus on information and services related to the Social Security Administration, the United States Postal Service, and the Department of Human Resources.

This course is designed to prepare students to meet alternate standards found in the *Curriculum Guide for*

*Students with Moderate to Severe Disabilities.* Students enter into and move through the standards at an individual pace.

**SOCIAL STUDIES/HISTORY COMMUNITY A**  
**SOCIAL STUDIES/HISTORY COMMUNITY B**

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This course emphasizes the skills needed to obtain basic and vital information necessary to function efficiently within the student's natural environment. The course will focus on information and services related to the Social Security Administration, the United States Postal Service, and the Department of Human Resources.

This course is designed to prepare students to meet alternate standards found in the *Curriculum Guide for Students with Moderate to Severe Disabilities*. Students enter into and move through the standards at an individual pace.

**SOCIAL STUDIES/HISTORY CONSUMER A**  
**SOCIAL STUDIES/HISTORY CONSUMER B**

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This course emphasizes the student's awareness of the legal resources available in the community. The course will focus on issues, laws, and legal documents relevant to the student's needs and includes the areas of civic responsibilities and the means by which to avoid exploitation.

This course is designed to prepare students to meet alternate standards found in the *Curriculum Guide for Students with Moderate to Severe Disabilities*. Students enter into and move through the standards at an individual pace.

**PRACTICAL SCIENCE A**  
**PRACTICAL SCIENCE B**

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This course emphasizes the concepts of force and motion in the completion of most tasks in everyday life. Focus will be on understanding the properties of substances and how substances are mixed, cooled or heated, observation skills and understanding similarities and differences.

This course is designed to prepare students to meet alternate standards found in the *Curriculum Guide for Students with Moderate to Severe Disabilities*. Students enter into and move through the standards at an individual pace.

**COMMUNITY SCIENCE A**  
**COMMUNITY SCIENCE B**

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This course helps students ask meaningful questions and conduct careful investigations that are important in the completion of most tasks in everyday life. This includes understanding different kinds of weather and different environmental conditions and responding appropriately for comfort, learning how to care for other living things and how to take care of personal needs. Develop an understanding that organisms reproduce offspring of their own kind and that offspring resemble their parents and one another.

This course is designed to prepare students to meet alternate standards found in the *Curriculum Guide for Students with Moderate to Severe Disabilities*. Students enter into and move through the standards at an individual pace

**Textbooks**

Choosing a textbook should be a collective process where the various members of the community that are to be engaged with the text should be part of the selection process. Each school is invited to send

representatives in a given content area to participate in research and provide input to recommended textbook selections. This Textbook Adoption Committee (“TAC”) is convened when the adoption of a text is needed in a selected content area and is comprised of teachers in the content area and individuals that have some specific relationship to the material (curriculum director, instructional coaches, instructional leadership team members, administrators, etc.).

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

If a textbook is selected to be used at a school site that does not appear on the Green Dot Recommended Book List, the book must be presented to the Area Superintendent for final approval.

For the school year 2020-21, Green Dot’s approved middle school textbook list is included below. The needs of the school are evaluated each year and textbooks, curriculum and other instructional materials are adjusted accordingly.

<b>SY2020-21: Green Dot Middle School Textbooks and Instructional Materials</b>	
<b>ELA</b>	<ul style="list-style-type: none"> <li>● My Perspectives Grade 6</li> <li>● My Perspectives Grade 7</li> <li>● My Perspectives Grade 8</li> <li>● Approved Grade-level Novels</li> </ul>
<b>ELD</b>	<ul style="list-style-type: none"> <li>● Inside Fundamentals 1 and 2</li> <li>● Inside Level A</li> </ul>
<b>Math</b>	<ul style="list-style-type: none"> <li>● Illustrative Mathematics 6</li> <li>● Illustrative Mathematics 7</li> <li>● Illustrative Mathematics 8</li> </ul>
<b>Science</b>	Stanford NGSS Integrated Curriculum Grade 6 Stanford NGSS Integrated Curriculum Grade 7 Stanford NGSS Integrated Curriculum Grade 8
<b>History</b>	<ul style="list-style-type: none"> <li>● CA IMPACT Grade 6 World History and Geography, Ancient Civilizations</li> <li>● IMPACT CA Grade 7 World History and Geography, Medieval and Early Modern Times</li> <li>● IMPACT CA Grade 8 United States History and Geography, Growth and Conflict</li> </ul>
<b>Drama</b>	<ul style="list-style-type: none"> <li>● <i>The Odyssey</i></li> <li>● Exploring Theater Textbook</li> </ul>
<b>Instructional Materials</b>	Instructional materials for the courses above includes, but are not limited to: <ul style="list-style-type: none"> <li>● Novels</li> <li>● Articles</li> <li>● Primary source documents</li> <li>● Textbooks</li> <li>● Student Workbooks</li> <li>● Manipulatives</li> <li>● Video and audio recordings relevant to the curriculum</li> <li>● Technology software</li> </ul>
<b>ELD</b>	<ul style="list-style-type: none"> <li>● Edge: Inside the USA Fundamentals</li> </ul>

	<ul style="list-style-type: none"> <li>● Edge: Level 2</li> <li>● Core ELA Curriculum with Sheltered Adaptations</li> <li>● LAS Links</li> <li>● Imagine Learning</li> <li>● Read 180/ System 44 Materials: L Book</li> <li>● Kate Kinsella Academic Vocabulary Toolkit</li> <li>● English 3D</li> </ul>
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### **Academic Support, Intervention and Enrichment**

The following are the intervention and support programs built into Green Dot’s recommended school model:

- Summer Bridge: Summer Bridge is a recommended two-week summer program for incoming 6<sup>th</sup> grade students that acclimates students to the Ánimo Legacy culture of middle school, high expectations and the development of a trusting community. The Summer Bridge program is an opportunity to learn about students’ individual learning needs through a variety of assessments that will provide data for future placement in courses and adjustments in the master schedule. All students will be assessed to identify non-proficiency in standards and socio-emotional supports that might be necessary. In addition, students who have been identified as English learners or special needs may have additional assessments to assess their learning levels and whether further intervention may be appropriate. Students receive standards-based instruction in Math and English Language Arts and are acclimated to the culture and expectations of a Green Dot school. Students engage in culture-building exercises that promote a positive community of trust and respect. The Summer Bridge program allows the school the opportunity to begin to assess student social and personal needs through collaboration in the classroom and small group instruction. Students will also participate in education field trips in the Summer Bridge program. Students enrolled in the summer bridge program have been identified through the approved enrollment process. Transcripts, grades or proof of matriculation is not a requirement of that process.
- Reading and Math Intervention Programs: Literacy Enrichment (Read 180) and Math Support, standards-aligned programs for reading and math respectively, are provided to students who test low in reading and/or math. Typically, these courses are given to 6<sup>th</sup> graders through an elective or during Advisory. Students take the 6<sup>th</sup> grade RI and an internal Math Diagnostic before school starts.
- English Learners: Designated and Integrated ELD classes are provided for all English Learner students. Designated ELD instruction is driven by the CA ELD standards and these classes provide targeted language instruction with an aim to improve the English listening, speaking, reading and writing skills of English Learner students. Integrated ELD utilizes content standards and CA ELD Standards in tandem to support English Learner students in acquiring the language of each content area.
- Special Needs/Academic Success: Designated special education students will be provided extra support to reflect the needs outlined in the Individualized Education Program (“IEP”) and in all of their academic courses through one-on-one instruction, group support and guided instruction.
- Enrichment Programs: Students achieving above grade level will have an opportunity to excel through activities such as: differentiated instruction in the classroom, Honors classes, and electives (e.g., technology, drama, student leadership).
- After School Program: Afterschool programming is available for all students who wish to participate in academic support. Students who are not achieving a satisfactory grade within a particular class may be recommended to after school programs for additional support.
- Office Hours: Teachers hold office hours after school twice a week to provide students with additional support and tutoring for students who may want additional support in a subject area.



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

### Advisory Course

Ánimo Legacy will offer a variety of programs to ensure that the social and emotional needs of our students are met. We have built an Advisory course into the master schedule to serve as a level 1 intervention using the Multi-Tiered System of Supports. Using the MTSS model, all students receive the core literacy and math courses as their Tier 1 instruction. In addition to the core courses, students who need more intensive intervention (Tier 2) and support with a lower student-to-teacher ratio are provided with math and literacy interventions classes. If the student continues to struggle, the MTSS team will determine if there are specific individual interventions (Tier 3) necessary to address the student's needs or if a referral to the Student Success Team is required.

Advisory serves two purposes: academic and social-emotional support. These classes are particularly important for the student population Green Dot serves as many of the students have had little exposure to rigorous academic programs and are not familiar with what it takes to get into college.

During Advisory, students will:

- Discuss issues related to the pressures of being a young adult in middle school, including but not limited to: puberty, relationships, mental health, family, substance abuse, etc.;
- Receive support from their advisor and peers in preparing them for the entire academic trajectory (successfully navigating through middle school, high school and college);
- Be taught different study skill strategies, test-taking strategies, and communication tools that will enable them to succeed in their middle school academic career. Students will also engage in projects where they learn about themselves, high school and college options;
- Be encouraged to learn about the college process as they are encouraged to think beyond middle and high school in an effort to realize that the tools they gain today will be beneficial in the near future; and
- Learn self-efficacy skills that will allow them to address the barriers of learning with resiliency.

Working with the same teacher and student peers for the duration of middle school, students benefit from a familiar support system built into the school day. In order to assess the effectiveness of the Advisory course, students are provided feedback surveys. The high level of attention that Green Dot devotes to developing such personalized, teacher-student relationships is best demonstrated through our School Stakeholder Surveys in which more than 75% of students across all Green Dot schools agreed or strongly agreed with the statement they would recommend Green Dot to others.

### Clinical Services

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

All services, which may include social and emotional counseling including small group and individual therapy, are provided or supervised by a licensed Marriage and Family Therapist or Licensed Clinical Social Worker. Additional degrees and credentials members of the Clinical Services team hold include Pupil Personnel Services credential, Masters in Social Work or Licensed Master Social Worker.

The Clinical Services team uses a referral process for students to receive services. Once students and parents have consented to services, students have a case manager that follows them through the process of

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

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

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

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

To prepare students for the computer-based state standardized assessments and 21st century learning, Green Dot teachers are integrating key technology skills into their curriculum. Student access to computer based lessons and activities have increased with the transition to the Common Core State Standards. Ánimo Legacy has a 1:1 student to device ratio. Ánimo Legacy has access to online curriculum based software such as Read 180, I Ready for Math and Typing Club. Ánimo Legacy uses Google classroom and the suite of skills such as PowerPoint and G-mail.

### **Closing the Gap (Specific Goals for Providing and Ensuring Equal Access to Students Achieving Below Grade Level)**

Ánimo Legacy is committed to serving academically low achieving students. As with other Green Dot schools, Ánimo Legacy expects that many (if not the majority) of its students may be classified as low-achieving. As such, Ánimo Legacy’s curriculum and program is adapted to improve performance for traditionally low-achieving students. Ánimo Legacy has a simple, but specific goal to ensure that all students are prepared for success in college, leadership and life. In fact, Ánimo Legacy’s goals for academically low achieving students are the same as its goals for its entire student body. Administrators, teachers and counselors monitor students’ data and provide tailored supports to ensure students are on track to meet their goals. For more information on these goals, please see the section titled “Measurable Student Outcomes” and the Schoolwide Learner Outcomes listed in this charter petition. Ánimo Legacy ensures that all students identified as low achieving have equal access to a rigorous, college-preparatory education through the following means (also see the section for “Academic Support and Intervention”):

- Ánimo Legacy will assess all students after enrollment in the Summer Bridge Program to determine learning strengths and weaknesses, as well as overall proficiency in core subjects. Tests used may include the Read 180 Student Reading Inventory Diagnostic Test and Green Dot math diagnostics.
- Identified students are immediately enrolled in remediation programs to accelerate learning, such as Read 180 and System 44, which are standards-aligned computer-based programs for reading and math respectively.

- Low-achieving students are also provided remediation during the Summer Bridge program, Advisory, Literacy Enrichment/Intervention, Math Foundations, Special Needs/Academic Success and/or Guided Study (an after-school program for students who do not complete their homework or struggle with it).

### **Socio-Economically Disadvantaged Students**

Ánimo Legacy aims to serve a socio-economically disadvantaged student population. According to CDE, 98% of students are socioeconomically disadvantaged. The school's academic program is inherently formulated to address the needs of these students. Administrators, teachers and counselors monitor students' data and provide tailored supports to ensure students are on track to meet their goals. Specific intervention and enrichment programs include:

- **Summer Bridge:** Summer Bridge is a recommended multi-week summer program that acclimates students to the Ánimo Legacy culture of middle school, high expectations and the development of a trusting community. During the Summer Bridge program, students will also be identified for special needs, English Learner levels, non-proficiency in standards and social-emotional supports, and staff will make the necessary adjustments to the master schedule to better accommodate them. Students receive standards-based instruction in Math and English Language Arts and are acclimated to the culture and expectations of a Green Dot school. The Summer Bridge program is an opportunity to learn about student's individual learning needs through a variety of assessments that will provide data for future placement in courses and adjustments in the master schedule. All students will be assessed to identify non-proficiency in standards and socio-emotional supports. In addition, students who have been identified as English learners or special needs may have additional assessments to assess their learning levels.
- **Literacy Intervention/Enrichment (Read 180):** Literacy Intervention/Enrichment is a standards-aligned program for reading is provided to students who test low in reading. Typically, this course is given to students through an elective class or during Advisory.
- **Math Foundations:** Students who are struggling in Math (not proficient and/or recommended by their Math teachers) will receive an additional period of Math support, where their teacher and tutors will work on skill building through their current curriculum, as well as remediation strategies to strengthen skills in group tutorial and one-on-one formats.
- **College, Leadership and Life Framework:** The College, Leadership, and Life Framework is a flexible framework that was designed to provide a set of strengths that schools utilize to guide the development of students so that they may be successful in College, Leadership and Life. Although the framework is housed in the Advisory structure, it is an interdisciplinary tool that is leveraged in all of our other content areas throughout the school day.
- **Electives Courses:** Students at or above grade level may have the opportunity for additional electives throughout the years at Ánimo Legacy. These courses may include additional exposure to the Arts, Drama, and Journalism.
- **Character Development in Advisory:** Advisors will consistently support students in developing characteristics of leadership, compassion, selflessness, stewardship, perseverance and hope for themselves and others. Through group bonding activities, students will trust their fellow advisors as a support network for their personal and social/emotional development.

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

The curriculum at Ánimo Legacy will be focused on providing the appropriate differentiated instruction for different students of varying ability levels, including gifted or talented students. Students achieving above grade level will be identified through standardized test scores, nationally-normed assessments such as Reading Inventory and i-Ready, teacher assessments and grades, and quarterly assessment data and through the Summer Bridge program. This data is monitored throughout the year to assess students' performance and inform future placement in Honors and AP classes. Students found to be achieving above grade level will have an opportunity to excel through differentiated instruction in the classroom and enrichment

electives. Flexible grouping allows more appropriate, advanced and accelerated instruction that more closely aligns with the rapidly developing skills and capabilities of students above grade level.<sup>29</sup> Differentiated learning classrooms where gifted students reside will be given additional or complementary assignments that challenge their thinking, while adding greater depth and complexity to the curriculum.<sup>30</sup> Differentiated learning classrooms, may include Honors or elective courses, professional development for these courses may be provided during the summer, as well as throughout the school year. Additional differentiation of professional development may take place during Department meetings. The principal or a designee will be the onsite contact person for information regarding programming for students achieving above grade level. It is the responsibility of the principal to ensure that students identified as achieving above grade level are receiving the appropriate instruction.

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

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

### **Standard English Learners**

Ánimo Legacy’s educational program successfully meets the needs of its diverse student population including standard English Learners. A focus on data allows the school to individualize supports for students and provide appropriate intervention and acceleration. Furthermore, the small school model offers additional support and attention for students with a low student-to adult ratio. For all students including, standard English Learners, the school will aim to create a culturally responsive school that is rigorous and supportive. A standard English Learner will be supported through all three tiers of the Multi-Tiered System of Supports with Social Emotional, Behavioral and Academic Intervention. They will have the support of an Advisory program to prepare them with the tools and behaviors to succeed in high school, college, leadership and life – covering topics such as: academic preparation, promotion of college awareness, developing strong peer relationships, developing life skills in areas such as resiliency/grit, growth mindset, organization, communication, health/nutrition and personal finance.

### **Foster Youth**

Ánimo Legacy’s educational program successfully meets the needs of its diverse student population including foster youth. A focus on data allows the Charter School to individualize supports for students and provide appropriate intervention and acceleration. All of the Charter School’s data is disaggregated by subgroup, including foster youth. Data is analyzed frequently by the principal and supported by the Home Office to provide additional supports to foster youth as needed. Furthermore, the small school model offers additional support and attention for students with a low student- to adult ratio. For our Foster Youth students, the Charter School will aim to create a school that is both rigorous and supportive acknowledging the needs of individual students with wraparound services to help address social and non-academic barriers to student learning including small group counseling and individual student counseling and connection to outside services. Students will also be supported through all three tiers of the Multi - Tier System of Supports with Social Emotional, Behavioral and Academic Intervention. They will have

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<sup>29</sup> “Education Organizations Call for Greater Attention to Gifted Learners in Middle Schools,” National Association for Gifted Children, 30 July 2009

<sup>30</sup> Colangelo, N., S.G. Assouline, M. U. M. Gross, “A Nation Deceived: How Schools Hold back American’s Brightest Students,” (Iowa: The Connie Belin & Jacqueline N. Blank International Center for Gifted Education and Talent Development, 2004).

the support of an Advisory program to prepare them with the tools and behaviors to succeed in high school, college, leadership and life – covering topics such as: academic preparation, promotion of college awareness, developing strong peer relationships, developing life skills in areas such as resiliency/grit, growth mindset, organization, communication, health/nutrition and personal finance.

### **English Learners**

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

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

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

EL students at Ánimo Legacy are served through a variety of programs designed to meet their needs. Ánimo Legacy EL students are enrolled in both designated ELD and integrated ELD courses. Designated ELD courses include Academic English Essentials, and ELD Literacy Intervention in which ELs are placed to receive strategic language development support based on the CA ELD Standards. Additionally, ELs receive designated ELD instruction, guided by the ELD standards and designated principles listed above, during a designated time within the block period. In each case, ELs will have full access and support with the core instruction. Where ELD is included in an ELA or Elective block, the classes are monitored to ensure ELD instruction is effectively implemented.

- Small group instruction: ELs are grouped by similar proficiency levels and receive targeted designated instruction driven by the ELD standards at a specific time within the block period.
- Push in or Pull out: A designated teacher, EL lead, or other qualified teacher is assigned to work with a small group of ELs during the core or elective course period either by pushing in or pulling out ELs for targeted designated instruction driven by the ELD standards.

ELs also receive integrated ELD support in all other content areas, in which instruction includes both a focus on content and CA ELD Standards to support ELs with English language proficiency across content areas. These programs are built into the individual school’s master schedule and take place within the school day. Ánimo Legacy works with the Green Dot Human Resources (HR) and Human Capital Departments to ensure appropriate staffing and authorizations for teachers in these courses.

The effectiveness of the Charter School’s EL program is monitored on an annual basis. Schools administer and review the data from the Green Dot adopted and state mandated assessments. The data from these assessments are used for student placement in EL programs, the determination of which programs are needed at a particular school site, and reclassification. The data is reviewed by the EL teachers, English Department and school administration which makes recommendations to the District English Language Advisory Committee (DELAC) and School Advisory Council (SAC). The DELAC and SAC review data to inform programmatic and budgetary decisions each spring for the upcoming school year.

### ***ELPAC Testing***

All students who indicate that their home language is other than English shall be ELPAC tested within thirty days of initial enrollment and annually thereafter during the spring ELPAC Summative Window until re-designated as fluent English proficient.

The ELPAC has four proficiency levels (Level 4: well developed; Level 3: moderately developed; Level 2: somewhat developed; and Level 1: minimally developed) and is aligned with the 2012 California ELD Standards.

The ELPAC consists of two separate assessments:

- Initial Assessment (“IA”)  
The ELPAC IA is used to identify students as either an English Learner, or as fluent in English. The IA is administered only once during a student’s time in the California public school system based upon the results of the home language survey. The locally scored IA will be the official score. The IA is given to students in grades K–12 whose primary language is not English to determine their English proficiency status.
- Summative Assessment (“SA”)  
ELs will take the SA every year until they are reclassified as fluent English proficient. The ELPAC SA is only given to students who have previously been identified as an EL based upon the IA results, in order to measure how well they are progressing with English development in each of the four domains. The results are used as one of four criteria to determine if the student is ready to be reclassified as fluent English proficient, to help inform proper educational placement, and to report progress for accountability.

Both the ELPAC SA and IA are assessments administered in seven grade spans—K, 1, 2, 3–5, 6–8, 9–10, and 11–12. In kindergarten and grade 1, all domains are administered individually. In grades 2–12, the test is administered in groups, exclusive of speaking, which is administered individually. The ELPAC IA and SA will be administered via a computer-based platform, while the ELPAC Writing Domain for Kindergarten through 2<sup>nd</sup> grade will continue to be administered as a paper-pencil test.

Testing times will vary depending upon the grade level, domain, and individual student. Both the ELPAC IA and SA are given in two separate testing windows through the school year.

The IA testing window will be year-round (July 1–June 30). Any student whose primary language is other than English as determined by the home language survey and who has not previously been identified as an English Learner by a California public school or for whom there is no record of results from an administration of an English language proficiency test, shall be assessed for English language proficiency within 30 calendar days after the date of first enrollment in a California public school, or within 60 calendar days before the date of first enrollment, but not before July 1 of that school year.

The SA testing window will be a four-month window after January 1 (February 1–May 31). The English language proficiency of all currently enrolled English Learners shall be assessed by administering the test during the annual assessment window.

Ánimo Legacy shall notify all parents of ELPAC results within thirty days of receiving results from the publisher. A formal letter will be mailed to all students and, per request, a parent conference will be held to explain and/or clarify any pending questions about testing, courses offered or reclassification.

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

Ánimo Legacy teachers will be informed on the language level of their students and will work collaboratively to develop standards-aligned lessons that support English language development.

EL progress monitoring occurs several times a year as a collaboration between designated teachers, the EL lead, the administrator over EL, counselors and grade level teams. Designated teachers use student data to set goals and meet one-on-one with students to assess progress toward their goals three times a year. Students not meeting their goals will receive targeted or intensive interventions through support from the grade level team, the administrator over EL, the EL lead and/or counselor as needed. The same process will occur for students who are reclassified fluent English proficient (RFEP) for four years after reclassification. Teachers use student data to set goals and meet one-on-one with students to assess progress toward their goals two times a year.

Ánimo Legacy EL students will be placed in a Designated ELD class to provide designated ELD support driven by the ELD standards and the Green Dot Designated ELD principles. In addition, all teachers will be trained in creating language objectives, designing explicit language instruction, using EL student data when planning instruction, the Green Dot Integrated ELD principles and use the CA ELD Standards in conjunction with content standards to drive instruction. Professional development guides teachers in the use of ELPAC data to differentiate instruction based on the student's levels of language proficiency. Strategies include Precision and Productive Partnering, Kate Kinsella's Sentence Frames, and explicit language instruction in order to provide students with a rigorous curriculum with appropriate support so that they stay in the apprenticeship zone with high challenge and high support. The ELA/ELD framework supports teachers to build into and from content instruction in order to develop critical English language skills, knowledge, and abilities needed for content learning in English.<sup>31</sup> All teachers will have a CLAD certification or a California Commission on Teacher Credentialing recognized equivalent.

**Sample Designated Course Options:**

These courses for English language acquisition will be offered within the school day. Administrators will collaborate with teachers and counselors using student data to build a master schedule that meets the needs of students at all English Learner levels. Courses will be taught by a credentialed teacher and may include the following:

- Newcomer ELD
- ELD Read 180
- ELD Academic English Essentials (English 3D)
- ELD Advisory

In order to ensure that students make adequate progress toward mastery of ELD standards, teachers will receive coaching from literacy specialists and/or ELD coordinators focused on the following designated ELD instructional principles:

- Intellectually challenging texts
- Differentiated scaffolding
- Language focus that amplifies content learning
- Specifically teaching language acquisition
- Engage in academic discourse for a variety of purposes
- Facilitate interactive and engaging learning
- Students receive timely feedback on speaking and writing to develop skills

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<sup>31</sup> California Department of Education (2014) Chapter 2, English Language Arts/English Language Development Framework for California Public Schools

- Extended opportunities to practice in all four language domains

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

Guidelines for Reclassification

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

- 1) Earn an overall score of 4 on the ELPAC
- 2) Grade appropriate RI Score (see chart)
- 3) Teacher approval and/or earn a grade of C or higher in most recent English course
- 4) Parent or guardian must approve in writing, face-to-face meeting, or phone call

ELPAC Proficiency	RI Score	Teacher Evaluation	Parent Approval
Overall ELPAC Score of 4	<p><b>Language proficient RI range:</b> <i>Automatically qualifies for reclass</i></p> <p>6th ≥ 800 7th ≥ 850 8th ≥ 900 9th ≥ 925 10th-12th ≥ 950</p>	<ul style="list-style-type: none"> <li>• Grade of C or better in ELA and Teacher Approval</li> </ul> <p style="text-align: center;"><b>OR</b></p> <ul style="list-style-type: none"> <li>• Teacher may complete a teacher evaluation form to explain why student's grade is not due to language acquisition</li> </ul>	Yes
	<p><b>Low RI range:</b> <i>Requires teacher override to reclass</i></p> <p>6th: 650-799 7th: 650-849 8th: 650-899 9th: 750-924 10th-12th: 800-949</p>	<ul style="list-style-type: none"> <li>• Grade of C or better in ELA <b>OR</b> Teacher may complete a teacher evaluation form to explain why student's grade is not due to language acquisition</li> </ul> <p style="text-align: center;"><b>AND</b></p> <ul style="list-style-type: none"> <li>• Provide evidence for why the RI does not reflect language proficiency.</li> </ul>	

\*Students who have an RI score **below the Low RI range** are not eligible for reclassification.

- 5) Reclassify Students as Fluent English Proficient.
  - Place dated reclassification form signed by the EL Administrator in the student's cumulative file.
  - Include all students reclassified in Spring 1 report with reclassification and EL updates by CALPADS certification deadlines.
- 6) Reclassify students throughout the year as new data becomes available. (Repeat Steps 1-5)
  - After fall ELPAC data is published
  - After spring ELPAC data is published
- 7) Monitor the academic progress of RFEP students for four years.
  - If a student scores Below Basic or Far Below Basic on SBAC, a Tier 1, 2, or 3 intervention is initiated as appropriate.
  - Evidence of quarterly monitoring is entered onto the Student Reclassification Form in the student cumulative file.



- If a student is failing core academic classes, MTSS monitoring will be triggered.

### **LTEL Reclassification Process for Students with an IEP**

If a student has an Individualized Education Program, and has been receiving instruction in ELD, reclassification must be addressed through an annual IEP or addendum meeting following the District procedures for reclassifying students with disabilities. English Learners who have IEPs may be eligible for Reclassification based on progress towards their ELD goals or through comparisons on assessments (RI, SBAC, Classroom) compared to their peers who have similar disabilities but are not designated as English Learners. The special education provider, along with the IEP team, will review all data relevant to this decision and will make a recommendation during the annual IEP meeting.

Special education providers will utilize the process below to determine if a Long-Term English Learner with an IEP is eligible for reclassification.

### **EL Progress Monitoring Process**

- 1) Teachers assign a Progress Monitoring Form
- 2) Teachers make a recommendation for next steps, which may include:
  - a. Continue existing interventions
  - b. New or targeted interventions
  - c. Grade Level Team/Counselor interventions
  - d. Other
- 3) Based on recommendation, next steps may include:
  - a. Individual meeting with counselor/teacher
  - b. Grade level team meeting
  - c. Parent conference
  - d. Other

### **RFEP Progress Monitoring Process**

- 1) Teachers receive an Exited RFEP Progress Monitoring Form
- 2) Teachers make a recommendation for next steps, which may include:
  - a. Continue existing interventions
  - b. New or targeted interventions
  - c. Grade Level Team/Counselor interventions
  - d. Other
- 3) Based on recommendation, next steps may include:
  - a. Individual meeting with counselor/teacher
  - b. Grade level team meeting
  - c. Parent conference
  - d. Other

### **Evaluating the Effectiveness of EL Program and Supports**

At Green Dot Public Schools, we use the following metrics to evaluate the efficacy of our designated and integrated instructional programs:

- Lexile
- SBAC Data
- i-Ready Scale Score Data
- Attendance
- A-G Completion Rates
- Graduation Rates
- Newcomer ELD Program exit rates
- Reclassification rates

Any significant performance gaps between ELs and non ELs across designated and integrated courses are used to inform programmatic and instructional decisions. As a result, the ELD Team designs EL-specific professional development for all schools to support integrated teachers in teaching ELD standards and incorporating explicit language instruction. These professional development series are new each year and are responsive to the needs of our ELs and the results of instructional walkthroughs. Each school focuses on the following areas:

- ELD Standards and Language Criteria for Success
- ELPAC Testing and Reclassification
- Progress Monitoring of ELs, LTELs and RFEPs
- Programming and Placement
- DELAC and Parent Engagement
- Affirming EL Identity & Promoting Bilingualism
- Coordination of ELD Leadership and Compliance Folders

Multiple stakeholders have opportunities to evaluate and give feedback on the efficacy of EL Programs. During DELAC meetings, parents review and evaluate EL achievement data and give feedback on EL Program options and supports. Teachers engage in progress monitoring of ELs as a way to track both programs and classroom-based interventions and to collaborate with additional stakeholders when classroom interventions are not sufficient.

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

A school site committee determines the daily bell schedule that meets the needs of its students. The calendar committee is facilitated by an administrator and includes teachers who collaborate on decisions while ensuring the school calendar meets the minimum requirements for instructional minutes. Ánimo Legacy will have 183 student days and an additional 10 professional development days for all teachers. New teachers will also receive an additional 5 days, for a total of 15 professional development days. Notwithstanding the exception in the 2020-21 school year due to circumstances created by the COVID-19 pandemic, the current State minimum requirement for annual instructional minutes for middle schools is 54,000. During the 2021-26 charter term and under normal operations, Ánimo Legacy will surpass the required number of minutes of instruction as set forth in Education Code 47612.5. Ánimo Legacy will require its pupils to be in attendance at the school site at least 80 percent of the minimum instructional time required pursuant to EC Section 47612.5(a)(1) and 47612.5(e)(1). Students at-risk of not meeting the 80 percent requirement will be referred to the Student Attendance Review Team (“SART”). Students with absences (excused or unexcused) from a class period more than four times in a given semester will be referred to the SART for support with interventions. The SART aims to work with families to ensure that students comply with compulsory education laws. The SART is both a prevention and intervention tool that can be utilized to address truancies, excessive tardies, and excessive absences. The SART’s duties include:

- Reviewing school-wide attendance data
- Creating prevention strategies to encourage consistent student attendance
- Identifying students struggling to meet attendance expectations
- Creating intervention plans for struggling students
- Monitoring progress of students on contracts
- Determining consequences for excessive absences, up to and including, loss of course credit or referral to the judicial system

If a student is absent from a class period for more than 15 days during the course of a semester, he/she may not receive credit in that course.

We use flexible scheduling models to increase interdisciplinary work and meet specific learning needs. We plan to tailor the school schedule as much as possible to the calendar in Los Angeles Unified School District without compromising our academic program. We want to be respectful of those families who will have children in Los Angeles Unified School District and at Ánimo Legacy.

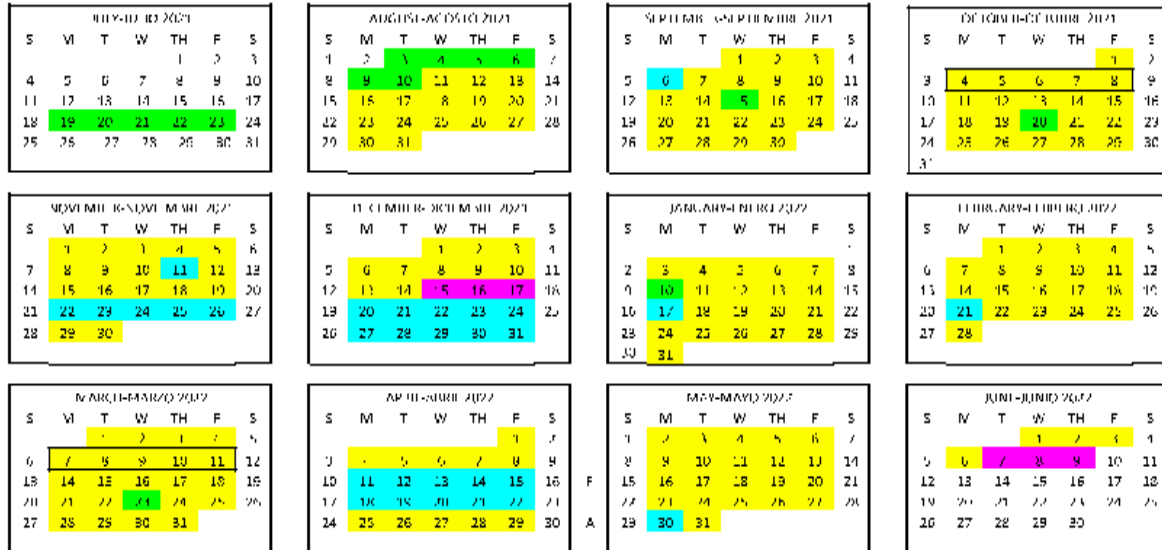
***Sample Instructional Days and Minutes Calculator (Ánimo Legacy School Year 2021-22)***

Grades	Grades Offered	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Number of [Other] Days	Number of Instr. Minutes Per [Other] Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/ Below State Req't.
9	Yes	177	375	None	N/A	6	240	None	N/A	183	64800	67815	3015
10	Yes	177	375	None	N/A	6	240	None	N/A	183	64800	67815	3015
11	Yes	177	375	None	N/A	6	240	None	N/A	183	64800	67815	3015
12	Yes	177	375	None	N/A	6	240	None	N/A	183	64800	67815	3015

**Sample Academic Calendar**

Ánimo Legacy’s calendar for the 2021-22 school year is below. The first day of school will be Wednesday, August 11<sup>th</sup>. The last day of instruction is Monday, June 6<sup>th</sup>.

**Ánimo Legacy Charter Middle School  
Calendar/Calendario 2021-22**



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

Staff Professional Development/Preparación para Maestros Pupil Free Day/Día Sin Estudiantes	
New Teacher Meeting/Preparación para maestros	Jul 19, Jul 20, Jul 21, Jul 22, Jul 23
Green Dot Days/Día de Green Dot	Sep 15, Oct 20, Jan 10, Mar 23
Staff Development Days/Días de desarrollo para maestros	AUG 3, AUG 4, AUG 5, AUG 6, AUG 9, AUG 10
Holidays/Vacaciones	
Summer Day/Día de verano	Sep 11
Veteran's Day Holiday/Día de los veteranos	Nov 11
Fall Break	Nov 27, Nov 28, Nov 29
Thanksgiving Holiday/Día de acción de gracias	Nov 25, Nov 26
Winter Break/Vacaciones de invierno	Dec 20, Dec 21, Dec 22, Dec 23, Dec 24, Dec 27, Dec 28, Dec 29, Dec 30, Dec 31
Dr. King's Birthday/Día de Dr. King	Jan 17
Presidents' Day/Día de los presidentes	Feb 21
Spring Vacation/Vacaciones de primavera	Apr 11, Apr 12, Apr 13, Apr 14, Apr 15, Apr 18, Apr 19, Apr 20, Apr 21, Apr 22
Memorial Day/Día de conmemoración	May 30
Minimum Days/Día Corto	
-in-lb	Dec 15, Dec 16, Dec 17, Jun 7, Jun 8, Jun 9
Important Dates/Fechas Importantes	
Quarter 1 Midterms	Oct 5 - 9
Quarter 3 Midterms	Mar 8 - 12
HS Collaboration Dates	Nov 18 & Feb 10
VS Collaboration Dates	Nov 4 & Feb 3

**Sample Bell Schedule (Daily Schedule)**

<b>Monday</b>	<b>Tuesday</b>	<b>Wednesday</b>	<b>Thursday</b>	<b>Friday</b>
8:00 – 8:45 AM <b>Advisory</b>	8:00 – 8:45 AM <b>Advisory</b>	8:00 – 8:45 AM <b>Advisory</b>	8:00 – 8:45 AM <b>Advisory</b>	8:00 – 8:45 AM <b>Advisory</b>
8:45 – 8:50 AM <b>Passing</b>	8:45 – 8:50 AM <b>Passing</b>	8:45 – 8:50 AM <b>Passing</b>	8:45 – 8:50 AM <b>Passing</b>	8:45 – 8:50 AM <b>Passing</b>
8:50 – 9:45 AM <b>Period 1</b>	8:50 – 9:45 AM <b>Period 1</b>	8:50 – 9:45 AM <b>Period 1</b>	8:50 – 9:45 AM <b>Period 1</b>	8:50 – 9:45 AM <b>Period 1</b>
9:45 – 9:50 AM <b>Passing</b>	9:45 – 9:50 AM <b>Passing</b>	9:45 – 9:50 AM <b>Passing</b>	9:45 – 9:50 AM <b>Passing</b>	9:45 – 9:50 AM <b>Passing</b>
9:50 – 10:45 AM <b>Period 2</b>	9:50 – 10:45 AM <b>Period 2</b>	9:50 – 10:45 AM <b>Period 2</b>	9:50 – 10:45 AM <b>Period 2</b>	9:50 – 10:45 AM <b>Period 2</b>
10:45 – 10:50 AM <b>Passing</b>	10:45 – 10:50 AM <b>Passing</b>	10:45 – 10:50 AM <b>Passing</b>	10:45 – 10:50 AM <b>Passing</b>	10:45 – 10:50 AM <b>Passing</b>
10:50 – 11:45 AM <b>Period 3</b>	10:50 – 11:45 AM <b>Period 3</b>	10:50 – 11:45 AM <b>Period 3</b>	10:50 – 11:45 AM <b>Period 3</b>	10:50 – 11:45 AM <b>Period 3</b>
11:45– 12:20 PM <b>Lunch</b>	11:45– 12:20 PM <b>Lunch</b>	11:45– 12:20 PM <b>Lunch</b>	11:45– 12:20 PM <b>Lunch</b>	11:45– 12:20 PM <b>Lunch</b>
12:20 – 12:25 PM <b>Passing</b>	12:20 – 12:25 PM <b>Passing</b>	12:20 – 12:25 PM <b>Passing</b>	12:20 – 12:25 PM <b>Passing</b>	12:20 – 12:25 PM <b>Passing</b>
12:25 – 1:20 PM <b>Period 4</b>	12:25 – 1:20 PM <b>Period 4</b>	12:25 – 1:20 PM <b>Period 4</b>	12:25 – 1:20 PM <b>Period 4</b>	12:25 – 1:20 PM <b>Period 4</b>
1:20 – 1:25 PM <b>Passing</b>	1:20 – 1:25 PM <b>Passing</b>	1:20 – 1:25 PM <b>Passing</b>	1:20 – 1:25 PM <b>Passing</b>	1:20 – 1:25 PM <b>Passing</b>
1:25 – 2:20 PM <b>Period 5</b>	1:25 – 2:20 PM <b>Period 5</b>	1:25 – 2:20 PM <b>Period 5</b>	1:25 – 2:20 PM <b>Period 5</b>	1:25 – 2:20 PM <b>Period 5</b>
2:20 – 2:25 PM <b>Passing</b>	2:20 – 2:25 PM <b>Passing</b>	2:20 – 2:25 PM <b>Passing</b>	2:20 – 2:25 PM <b>Passing</b>	2:20 – 2:25 PM <b>Passing</b>
2:25 – 3:20 PM <b>Period 6</b>	2:25 – 3:20 PM <b>Period 6</b>	2:25 – 3:20 PM <b>Period 6</b>	2:25 – 3:20 PM <b>Period 6</b>	2:25 – 3:20 PM <b>Period 6</b>
<i>Total Instructional Minutes: 375</i>	<i>Total Instructional Minutes: 375</i>	<i>Total Instructional Minutes: 375</i>	<i>Total Instructional Minutes: 375</i>	<i>Total Instructional Minutes: 375</i>

**Sample Minimum Day Schedule**

<b>MINIMUM DAY</b>	
8:00 AM – 9:20 AM	Period 1/4
9:20 AM – 9:25	Passing
9:25 AM – 10:45 AM	Period 2/5
10:45 AM – 10:50 AM	Passing
10:50 AM – 12:10 PM	Period 3/6
Total Instructional Minutes:	240

**Examples of Minimum days:**

- Back to School Night: A minimum day may be provided to allow teachers additional preparation time for the evening event with parents.

- Finals: Minimum days may be provided during Finals at the end of each semester so that students will have additional time to study and prepare for assessments.
- Parent Conferences: Minimum days may be provided during parent conferences so that teachers may be available to meet with parents to discuss students’ academic progress as needed.

**Sample Master Schedule**

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

**6<sup>th</sup> Grade Master Schedule**

Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
ACAD SUC	ACAD SUC	SUPPORT	SUPPORT	SUPPORT	CONFERENCE
ENG 6	ENG 6	CONFERENCE	ENG 6	LIT INTERV/ELECTIVE 6	LIT INTERV/ELECTIVE 6
LIT INTERV/ELECTIVE 6	LIT INTERV/ELECTIVE 6	ENG 6	LIT INTERV/ELECTIVE 6	CONFERENCE	ENG 6
GEN MATH	CONFERENCE	GEN MATH	MATH FOUND	TECHNOLOGY	GEN MATH
MATH FOUND	MATH FOUND	MATH FOUND	GEN MATH	GEN MATH	CONFERENCE
ANC CIV	ANC CIV	ANC CIV	CONFERENCE	ANC CIV	ANC CIV
CONFERENCE	EARTH SCI	EARTH SCI	EARTH SCI	EARTH SCI	EARTH SCI
ENG 6	ENG 6	CONFERENCE	READING HYBRID	DRAMA	READING HYBRID

**7<sup>th</sup> Grade Master Schedule**

Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
ACAD SUC	ACAD SUC	SUPPORT	SUPPORT	SUPPORT	CONFERENCE
ENG 7	ENG 7	CONFERENCE	ENG 7	LIT INTERV/ELECTIVE 7	LIT INTERV/ELECTIVE 7
LIT INTERV/ELECTIVE 7	LIT INTERV/ELECTIVE 7	ENG 7	LIT INTERV/ELECTIVE 7	CONFERENCE	ENG 7
GEN MATH	CONFERENCE	GEN MATH	MATH FOUND	MATH FOUND	GEN MATH
MATH FOUND	TECHNOLOGY/PE	TECHNOLOGY/PE	GEN MATH	GEN MATH	CONFERENCE
WORLD HISTORY	WORLD HISTORY	WORLD HISTORY	CONFERENCE	WORLD HISTORY	WORLD HISTORY
CONFERENCE	LIFE SCI	LIFE SCI	LIFE SCI	LIFE SCI	LIFE SCI
ENG 7	ENG 7	CONFERENCE	READING HYBRID	COMPOSITION	COMPOSITION

**8<sup>th</sup> Grade Master Schedule**

Period 1	Period 2	Period 3	Period 4	Period 5	Period 6
ACAD SUC	ACAD SUC	SUPPORT	SUPPORT	SUPPORT	CONFERENCE
ENG 8	ENG 8	CONFERENCE	ENG 8	LIT INTERV/ELECTIVE 8	LIT INTERV/ELECTIVE 8
LIT INTERV/ELECTIVE 8	LIT INTERV/ELECTIVE 8	ENG 8	LIT INTERV/ELECTIVE 8	CONFERENCE	ENG 8
GEN MATH	CONFERENCE	GEN MATH	MATH FOUND	MATH FOUND	GEN MATH
TECHNOLOGY/PE	TECHNOLOGY/PE	TECHNOLOGY/PE	GEN MATH	GEN MATH	CONFERENCE
US HISTORY	US HISTORY	US HISTORY	CONFERENCE	US HISTORY	US HISTORY
CONFERENCE	PHYSICAL SCI	PHYSICAL SCI	PHYSICAL SCI	PHYSICAL SCI	PHYSICAL SCI
ENG 8	ENG 8	CONFERENCE	LIT INVESTIGATIONS	LIT INVESTIGATIONS	LIT INVESTIGATIONS

**A “Typical Day” at the Charter School – What a Visitor Should Expect to See When the School’s Vision is Being Fully Implemented**

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

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

In each classroom, students will be taught by a highly effective teacher that will utilize a variety of instructional techniques to ensure students understand and master the material. Students will be grouped into heterogeneous classrooms where teachers utilize differentiated instruction. In addition, teachers will adopt concrete and actionable instructional techniques from Doug Lemov’s Teach Like a Champion that

will enable them to focus on student engagement and student accountability for rigorous learning (e.g., No Opt Out, Right is Right, Cold Call, Everybody Writes). Teachers will be expected to use an appropriate mix of direct instruction, cooperative learning and individual student practice for all lessons. Teachers will facilitate collaborative learning environments where high expectations for academic performance are maintained and supported through the use of a variety of instructional strategies, scaffolding and explicit modeling.

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

### ***Sample Student School Day***

<b>Time</b>	<b>Activity</b>
<b>7:25-7:55</b>	I arrive at school and am greeted by my principal as I enter the campus. I head to the cafeteria to eat breakfast with my fellow students. At 7:55, the bell rings, and our group immediately heads to Period 1.
<b>8:00-8:45</b>	We start Advisory reading silently for twenty minutes. Afterwards, my advisory teacher reviews the agenda for our upcoming field trip to local universities next week. I’m so excited since this will be the first time I have ever visited a college!
<b>8:50 -9:45</b>	I head with several classmates to Drama class. We are learning about improvisation and practicing in small groups.
<b>9:50-10:45</b>	During Math Foundations I’m able to work in a smaller group setting to go over the material we’ll be covering next period. I love having a chance to ask questions and work with my classmates!
<b>10:50-11:45</b>	Math! It’s definitely my hardest subject this year. I review the math “Do Now” on the whiteboard and begin to tackle the problem. After our class finishes the “Do Now”, we complete independent practice on the math concepts we learned last week and share our responses to the class. I feel frustrated that I missed four out of the ten practice problems but make a note to myself to stop by my Math teacher’s office hours so I can work on this with her.
<b>11:45 –12:20</b>	During lunch, I eat with my friends and talk about the upcoming basketball tournament happening this weekend at our school.
<b>12:25 – 1:20</b>	Arriving at English class, my English teacher greets me with a “Good afternoon, Maria” and handshake. Last class, we worked in small groups focusing on understanding one poem. Today, we go around the room, and one student from each group leads a discussion of their group’s interpretation.
<b>1:25 – 2:20</b>	It’s finally time for my favorite class - Science! I’ve been working hard on my 3D solar system model since the whole school will get to see it, including my mom and aunt, at our Parent Night tomorrow.
<b>2:25 – 3:20</b>	We’re starting a new unit today in Ancient Civilizations. I’m so excited to learn about things happening around the world.

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

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

#### **Sports**

Depending on student interest and sufficient fundraising, we offer a variety of boys’ and girls’ sports. Sports are offered based on student interest and demand. Practice and game facilities are secured through partnerships with local parks, recreation centers, and in some cases, District facilities.

## **Clubs**

Ánimo Legacy offers a variety of activities outside of the academic program. Depending on student interest and budgetary constraints, this may include Gay-Straight Alliance, Students Run LA (SRA LA), photography and other student-initiated activities. We take advantage of charter status flexibility in adjusting our schedule to allow these activities.

## **Professional Development**

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

Green Dot does an extensive candidate search to find high quality teachers who share the same core values of meeting students' needs with a balance for high expectations. Green Dot does an extensive candidate search to find quality applicants from diverse populations to teach within our schools. Green Dot schools hire a diverse faculty comprised of the best teachers available. We achieve this goal by continuing our rigorous national recruitment process to hire highly effective teachers who are mission-aligned. Green Dot specifically looks for candidates who demonstrate an unwavering belief in the potential of all students, are passionate about improving public education and have a growth and development mindset.

Green Dot has a multifaceted recruitment strategy that focuses on sourcing high quality new and experienced teachers. We attend job fairs and conferences, advertise nationally and locally and post open positions online. We focus recruiting efforts on collaboration with local universities and colleges, as well as like-minded organizations including, Loyola Marymount, California State University, Dominguez Hills, Pepperdine, and Teach for America. We contact top graduate and education programs in the country and publicize our California schools to experienced teachers via multiple social media platforms. We recently launched our own intern program in partnership with Loyola Marymount called Adelante. Adelante is an alternate path to a single subject credential; our recruitment efforts for Adelante target Green Dot alumni and current employees working in other roles, and its coursework is largely directed by members of the Green Dot Educational Team. Additionally, we have an incentivized referral program where employees may recommend individuals for hiring consideration.

All teachers pass through Green Dot's rigorous and multi-step hiring and selection process. The process includes: 1) online application and credential check, 2) video interview, 3) lesson plan submission, 4) demonstration lesson and interview day at school and 5) reference and background checks.

### **Staff Selection Process**

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

The recruiting cycle typically occurs between November and July. The selection process should take an applicant approximately 6.5 weeks to complete and has six steps: online application screen, video interview, data assignment, panel interview with Area Superintendents, school-site/principal shadow, and school site community panel. The assistant principal hiring process is identical.

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

- Research and establish job qualifications, including a list of position-specific criteria to be given to qualified applicants
- Announce openings



- Recruit applicants from a broad pool of applicants
- Request an application, resume, references, records of experiences, credentials, licenses, etc.
- Complete a video screen that measures teaching aptitude in an urban setting if applicants meet the Green Dot standard
- Complete an in-person competency assessment if applicants meet the Green Dot standard
- Complete a reference check if applicants meet the Green Dot standard
- Arrange that candidates be interviewed at the school site by stakeholders
- Have final teacher candidates teach a demonstration lesson that must be student-driven and exhibit a strong command of the subject area
- Ensure that all candidates pass TB, DOJ and FBI clearances after a conditional offer letter has been provided and before employment begins

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

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

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

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

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

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

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

- **Annual Training/Retreat:** An annual three to five day retreat for school staff to plan for the year and receive professional development.
- **Mid-year Retreat:** A full day retreat for school staff to evaluate progress, reflect, and adjust the school's plan for the final semester.
- **Weekly Staff Development:** A late start or early dismissal is provided each week so that a 90 minute professional development period is established. Staff development topics are based on the assessment of student needs and identifying areas of improvement as outlined in the school's annual strategic plan.
- **Weekly Staff Collaboration:** A late start or early dismissal is provided each week so that a 60 minute collaboration period is established. Collaboration time includes grade level collaboration, department professional development, and collaboration on school-wide systems such as Advisory and Safe and Civil.
- **Department Norming Days:** Department meeting to norm teaching practices.

- **Green Dot-wide Staff Development:** Green Dot-wide meeting of content teachers to share best practices.

Professional Development topics will vary depending on the school’s focus, data from assessments and teacher needs. Professional Development may be differentiated for new or experienced teachers, by content area and/or grade level. Teachers that are new to a select course may receive additional Professional Development provided by the Green Dot Education Team. A common thread in all Professional Development is how to apply best practices and strategies to meet the needs of subgroups including English Learner and Special Education students. Topics may include any of the following: effective lesson planning, analyzing data to improve instruction, multiple forms of assessment, developing engaging curriculum and creating culturally relevant pedagogy.

Specific to Ánimo Legacy, the school will have a strategic focus on Intellectual Preparation and Grade Level/Core collaboration. Intellectual preparation is the process by which a teacher uses rigorous curriculum to create unit and lesson plans to ensure they are prepared to meet the needs of students. Embedded in this process is assessment analysis to ensure a teacher has a mastery response for each assessment so that they can prepare to address student misconceptions and plan accordingly for scaffolds within the lesson. The intellectual preparation process will include the identification of a language objective and the development of criteria for success for language use within the lesson.

Grade level/core collaboration is integral in the core model. Grade level/core collaboration provides teachers with an opportunity to focus on the intervention and acceleration needed for individual students. The common planning period provides time for collaboration that is above and beyond the professional development and collaboration time scheduled weekly on campus. In the current bell schedule, a teacher has a planning period every day. During this time, teachers may meet to continue the work from professional development and collaboration, contact parents identified by the core teachers for follow-up, and work together to ensure alignment in curriculum and systems across the core and grade level. Teachers are encouraged to collaborate a minimum of 3 days per week during this planning period. Teachers also use this time to collaborate with counselors and conduct student work analysis to inform instructional practices with an emphasis on assessing subgroup achievement.

Additionally, Grade Level/Core time may include a targeted focus on subgroup achievement for African-American, English Learners, and Students with Disabilities. Grade level/core time encompasses student behavior analysis and is supported by the School Culture Team. Advisory time focuses on new enrollees as they were identified as a priority subgroup to provide additional support within the new core model. Intellectual preparation is the process by which a teacher unit and lesson plans with rigorous curriculum to ensure they are prepared to meet the needs of students.

Green Dot schools also participate in Safe and Civil Training to establish a positive school wide culture on campus. Safe and Civil training includes a focus on clear expectations, positive teacher-student interactions, guidelines for success and clear school wide consequences and incentives. Training includes an overview of Restorative Practices.

***Sample Teacher Professional Development Plan***

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

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

- **Reviewing Data from the Previous Year:** Reviewing school, department and individual data
- **Curriculum and Professional Development:** Reviewing school’s strategic plan, alignment to school-wide focus, and setting lesson plans
- **School Business:** Reviewing student policy manual and other compliance related topics
- **Teacher-Administrator Meetings:** One-on-one meetings between administrators and teachers
- **Planning:** Lesson planning, preparing syllabi and setting department goals

New Teacher Professional Development consists of the specialized trainings outlined below:

- **Summer Training:** New teachers are required to attend a mandatory 5-day training prior to the start of summer professional development.

- **Ongoing Workshops:** New teachers are required to participate in workshops that are aligned with the California Standards for the Teaching Profession, Green Dot's College Ready Teaching Framework, and Common Core State Standards. Topics include classroom management, creating a culture of high expectations in the classroom, best practices in lesson planning, etc.
- **Monthly Support and Development Meetings:** First and second year teachers participate in monthly support and development groups at their school site.

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

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

- **Coaching:** Area Superintendents provide individualized coaching sessions for each school site administrative team twice a month. These coaching sessions are focused on the supervision of instruction, data analysis and problem solving. Principals receive additional one-on-one coaching twice a month to focus on their development and appropriate support of their Assistant Principals.
- **Principal Teams Meeting:** Area Superintendents facilitate a Principal Teams Meeting at a selected school each month. During this time, the host principal provides a focus question for the session centered on instruction or school culture. Principals walk through classrooms with this focus question in mind and provide the host principal with feedback about this focus question. These sessions help principals share ideas with regards to the supervision of instruction and the development of school culture and Principals to generate next steps to be taken at their school sites as a result of what they see at the host school. Area Superintendents will follow up with each leader that attends the Principal Teams Meeting in their biweekly coaching sessions to reflect upon their participation in the Principal Teams Meeting, lessons learned and applicable next steps for their school site.
- **95/5 Sessions:** Based on the belief that principals should spend 95% of their time on site providing instructional leadership and 5% of their time offsite in their own professional learning hosted by Green Dot's Education Team. 95/5 is a full-day professional development session for principals and assistant principals once a month. These sessions are focused on the strategic plan developed by the Area Superintendents as they determine the most relevant focus areas based on their coaching sessions. Area Superintendents will follow up with each leader in their biweekly coaching sessions to reflect upon their participation in the 95/5 and applicable next steps for their school site.
- **Principals Retreat:** Two day retreat for all Principals, Assistant Principals and Administrators-in-Residence. The retreat allows Principals to reflect, evaluate progress and share promising practices.
- **Administrator-in-Residence Program:** One-year on-the-job training program for new school leaders with an emphasis on instructional leadership, resource management, people management, community leadership and problem-solving.

### **Dissemination of Practice**

Green Dot and Ánimo Legacy are committed to collaborating closely with LAUSD and other schools in order to share promising practices and learn from each other. Ánimo Legacy will share practices with LAUSD in the following areas: effective teacher performance evaluation and student assessment systems, responsible parent and student involvement in school, and narrowing the achievement gap among students of various backgrounds.

Ánimo Legacy intends to have both formal and informal interactions and communications with the District and with other schools in order to foster learning and sharing. Ánimo Legacy plans to attend the annual charter school conferences/meetings, participate in the Charter Collaborative, host regular school visits, share relevant materials and communicate electronically on an ongoing basis.

Because Green Dot has a network of charter schools, LAUSD will benefit even further because Green Dot can disseminate best practices not only from Ánimo Legacy but also from Green Dot's other charter schools.

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

*“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.” (Ed. Code § 47605(c)(5)(B).)*

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

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

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

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

### **STANDARDIZED TESTING**

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

### **PUBLIC SCHOOL CHOICE PERFORMANCE**

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

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

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

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

Ánimo Legacy is using the same model as Green Dot’s other charter schools, all of which aim to outperform comparable public schools on key performance metrics, including CAASPP performance and performance on the California Department of Education Dashboard. Green Dot expects Ánimo Legacy to perform at similar levels as other Green Dot schools. As described previously, Ánimo Legacy expects to graduate students who will be prepared for college, leadership and life.

Ánimo Legacy students will be:

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

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

Refer to “Element 1: The Educational Program” for goals related to the Eight State Priorities as identified in Education Code 52060(d) and the actions Ánimo Legacy will take to achieve these goals. Ánimo Legacy shall adopt any templates required by the State Board of Education in developing its LCAP.

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

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

- **Placement exams:** All incoming enrolled students are given placement exams in order to determine proficiency levels in math and reading. Placement exams are administered during an orientation day in the spring, summer bridge or shortly after a student enrolls for those who do not participate in summer bridge. Comparable tests are given at the end of the year to measure progress. The ELPAC Initial Assessment is administered within the first 30 days of enrollment to any student who speaks a language other than English to determine English language proficiency. The ELPAC Summative Assessment is administered in the spring to all students classified as English learners until students are designated English fluent and reclassified.
- **State-Required Standardized Tests:** All state-required tests are given and analyzed closely. 5<sup>th</sup> grade scores for incoming 6<sup>th</sup> grade students are gathered after enrollment so that data can inform instructional practice.
- **Green Dot Common Assessment Program:** Green Dot schools will use quarterly assessments (benchmarks) to assess student mastery of standards, norm teaching practices across schools, and drive teacher reflection and improvement of practice. These assessments may be developed internally or may be developed by nationally-normed assessment providers such as: Glencoe and Carnegie Learning. Assessment vendors are subject to change based on recommendations and annual reviews conducted by the Green Dot Education Team.
- **Green Dot Required Assessments:** Students in all grades will be given the Reading Inventory to measure Lexile growth three times per year. The iReady assessment will be given to all students to measure Quantile growth twice per year. These metrics will monitor student and cohort level growth. Each fall, English Learner students will also take the Green Dot EL Language Proficiency Benchmark, which is based on the ELPAC tasks, in Designated ELD courses to measure EL student progress so that teachers can determine appropriate supports.
- **Traditional Classroom Assessments:** Quizzes, essays, projects and exams are delivered regularly in classes.
- **Other Assessments:** Students are also measured regularly in non-curricular areas such as class attendance and discipline.

These assessments will be used to evaluate student progress and modify instruction for both individuals and groups of students. Data analysis will be supported by the school site administrative team and Green Dot Education Team (Area Superintendent and Content Area Coaches).

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

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

Ánimo Legacy established targets for ELA and Math on the SBAC Common Core assessment from baseline data received from the 2016-17 administration of the test. LCAP goals and targets may be adjusted based on the school's annual update and reflection on prior year academic achievement. Ánimo Legacy will strive to achieve targets and expects to be held to the same accountability standards as District schools.



### Measuring Progress Towards Outcomes: Formative Assessment

All students will be held accountable to the State Standards and supported to reach the Green Dot objectives for performance. Ánimo Legacy will use quarterly assessments aligned to benchmark student progress in core areas including English, Math, Science and History. This program includes pacing guides, exams, data reports and analysis of student scores. Student data will be analyzed by subgroup to monitor the achievement of African American students, English Language Learners, and Special Education students. The school will monitor subgroup data after each assessment and provide appropriate intervention and resources for students as needed. The goals of the program are listed below:

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

#### Assessment Tools

Subject Area	Aligned State Standards	Assessment	Time(s) Given
English Language Arts	Student will read with comprehension, write with clarity, speak with meaning, and possess familiarity with literary works	Reading Inventory* (formative and summative)	Summer Bridge & 3 times per year
		Green Dot Common Assessment (quarter)	Quarterly
		Timed Writing (formative & summative)	2 times per year
		ELA SBAC (summative)	Spring
English Language Development	Students will gain increasing control of the ability to understand, speak, read and write in English	Home Language Survey (formative)	Summer Bridge or at enrollment
		ELPAC Initial (formative)	Summer Bridge or within 30 days of first US school enrollment
		ELPAC Summative	Spring
		Green Dot EL Language Proficiency Benchmark Assessment (formative)	Fall
		EDGE* (formative & summative)	Throughout school year
History/ Social Science	Students will demonstrate intellectual reasoning, reflections, and research skills related to chronological and spatial thinking, historical interpretations, and research, evidence and point of view Students will demonstrate an understanding of Ancient Civilizations, Medieval and Early Modern Times and American History	Green Dot Common Assessment (quarter)	Quarterly
		Glencoe* History / Teacher Created Tests (formative)	Throughout school year
Mathematics	Students will master the four arithmetic operations with whole numbers, positive	Green Dot Math Diagnostic (formative)	Summer Bridge

	fractions, positive decimals, and positive and negative integers Students will understand the concepts of mean, median, and mode of data sets and demonstrate ability to analyze data Students conceptually understand and work with ratios and proportions Students will demonstrate ability to manipulate numbers and equations Students will make conversions between different units of measurement Students will demonstrate an understanding of the symbolic language of mathematics and the use of mathematics in a variety of problem-solving situations	Ready Assessment (formative and summative)	2 times per year
		Green Dot Common Assessment (quarter)	Quarterly
		Illustrative Math/Teacher Created Tests (formative)	Throughout school year
		Math SBAC (summative)	Spring
Science	Students will demonstrate through investigation and experimentation, an understanding of the principles of physical and life science as well as ecology	Green Dot Common Assessment (quarter)	Quarterly
		California Science Test (CAST) summative)	Spring
		Teacher Created Tests (formative)	Throughout school year
Physical Education	Students will demonstrate fitness levels in 6 core areas to assess personal fitness and establish goals for lifetime habits of regular physical activity	Physical Fitness Test	Spring

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

Ánimo Legacy agrees to the following:

- All teachers must administer interim assessments.
- Teachers must give the assessment by the scan deadline.
- All teachers will participate in collaboration days to share reflections on their data and collaborate on next steps for unit planning.
- Ánimo Legacy administrators must help teachers devise a plan for sharing interim data with students and parents.
- Ánimo Legacy administrators must monitor the implementation of next steps devised by teachers after assessment is received.

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

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

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

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

### **Data Analysis and Reporting**

The achievement of Ánimo Legacy will be measured in both growth and absolute measures and will be compared to the achievement of LAUSD Resident schools that are similar in demographics and other characteristics (e.g., proximity to school, incoming student performance). Additionally, Ánimo Legacy will analyze the school's academic performance by using publicly available data to compare the academic achievement of its students to the academic achievement of comparison District schools, and ensure that Ánimo Legacy is also serving similar demographic characteristics as LAUSD neighborhood schools. The school will monitor the California Department of Education's California School Dashboard as information becomes available regarding measurable outcomes for all indicators. Ánimo Legacy will also evaluate itself based on the criteria used in law and by the Charter Schools Division.

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

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

Ánimo Legacy will rely heavily on data collected from assessments to personalize learning for each student and to ensure proper placement in classes. Incoming 6<sup>th</sup> graders take placement exams (one in reading, and one in math) during the summer. The reading test is the Reading Inventory and this test determines a student's lexile level so that Ánimo Legacy can determine which students are reading at an Advanced, Basic, Below Basic, or Far Below Basic level. Students who score Basic, Below Basic, or Far Below Basic on the reading assessments are placed in a year-long Read 180 course to support them in language arts. The math test is the iReady assessment used to determine math proficiency. The math test is the iReady assessment used to determine math proficiency. Students who score On Level, One Level Below, or Two or More Levels Below on the math assessments may be placed in a course specially designed to support them in their math classes.

Ánimo Legacy staff will also use data from state assessments, diagnostic assessment (e.g. RI and iReady) and classroom assessments on a quarterly basis to inform instruction and student placement. Ánimo Legacy will use all of these indicators to monitor student growth and school progress. Teacher recommendations of student performance the prior year may contribute to the placement of students. Should a parent or student question their academic placement in a course, a parent conference will be held to review applicable data with an administrator, counselor and/or teacher. The staff will analyze student achievement data to determine the areas of highest need and to develop specific goals and steps to be taken to increase student achievement. Each department will set goals at the beginning of each year to determine steps to be taken

to achieve the goals. The department then establishes steps to take, including resources to be used, to help them reach this goal. In addition, the review of student grades each quarter leads to discussions about the types of assessments each teacher uses as well as the ways in which teachers are grading. Administrators may provide professional development for the whole school or individual departments on grading practice based on needs. Administrators may audit gradebooks on a bi-weekly basis to assess teachers grading practices and provide support as needed.

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

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

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

The philosophy of Ánimo Legacy, Green Dot schools, Green Dot board members, and community stakeholders is that we will work together to set specific and measurable goals to ensure that all Green Dot schools meet their obligations with regard to student performance and school operations in order to support ongoing learning and improvement. Goals and objectives to ensure that students meet statewide standards for academic performance will involve the following four-step process—Plan, Do, Study, Act.

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

In addition, Ánimo Legacy has a performance dashboard developed by Green Dot in order to measure the performance of all stakeholders in the school. The scorecard includes teacher, parent and student surveys, which are part of the matrix shown below. Communication of these outcomes will include student self-reflection activities integrated into classroom instruction post-assessment. Teacher reflection and analysis of data in professional development will be integrated into the year-long professional development calendar. Communication to parents may be in large group settings such as parent workshops or open forums. Individual communication to parents will come in the form of progress reports, grade reports, parent conferences and school letters.

**Matrix of Evidence to Improve Pupil Learning**

	<b>Measure</b>	<b>Analyze</b>	<b>Develop Action Plan and Set Goals</b>
Students	<ul style="list-style-type: none"> <li>● State Tests</li> <li>● Classroom Projects and Grades</li> <li>● Attendance</li> <li>● Retention Rate<sup>32</sup></li> <li>● Disciplinary Actions</li> </ul>	<ul style="list-style-type: none"> <li>● Compare with similar schools and to all California schools</li> <li>● Identify root causes of performance increases or decreases in each area</li> </ul>	<ul style="list-style-type: none"> <li>● Create plan for improvement in low performing areas</li> <li>● Set targets for next academic year</li> <li>● Improvement required annually</li> </ul>
Teachers	<ul style="list-style-type: none"> <li>● Teacher Performance Evaluations</li> <li>● Student Performance in Individual Classes</li> <li>● Teacher Satisfaction Surveys from Students</li> <li>● Teacher Retention</li> </ul>	<ul style="list-style-type: none"> <li>● Identify strengths &amp; opportunity areas for each teacher</li> <li>● Compare with previous scorecards</li> <li>● Analyze “life cycle of teachers” to identify breakdowns (recruiting, staff development, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>● Create plan for improvement in low performing areas</li> <li>● Set targets for next academic year</li> </ul>
Parents	<ul style="list-style-type: none"> <li>● Attendance at School Parent Meetings</li> </ul>	<ul style="list-style-type: none"> <li>● Compare with previous years and across Green Dot</li> <li>● Identify internal and external forces affecting performance</li> </ul>	<ul style="list-style-type: none"> <li>● Create plan for improvement in low performing areas</li> <li>● Set targets for next academic year</li> </ul>
Principal / Admin.	<ul style="list-style-type: none"> <li>● Student Performance</li> <li>● Student Satisfaction</li> <li>● Teacher Performance</li> <li>● Teacher Satisfaction</li> <li>● Fiscal Management</li> <li>● Parent Satisfaction</li> <li>● Area Superintendent Evaluation</li> </ul>	<ul style="list-style-type: none"> <li>● Compare with previous years, across Green Dot &amp; similar schools</li> </ul>	<ul style="list-style-type: none"> <li>● Create plan for improvement in low performing areas</li> <li>● Set targets for next academic year</li> </ul>
Green Dot Management	<ul style="list-style-type: none"> <li>● Academic Performance at Individual Schools</li> <li>● Staff Performance and Retention</li> <li>● Organizational Culture</li> </ul>	<ul style="list-style-type: none"> <li>● Compare with previous years and targets set by Board</li> </ul>	<ul style="list-style-type: none"> <li>● Create plan for improvement in low performing areas</li> <li>● Set targets with Board for next academic year</li> </ul>

<sup>32</sup> Retention rate is defined as year over year cohort retention of students, or how many students are electing to return each year.

	<ul style="list-style-type: none"> <li>• Operations and Fiscal Management</li> </ul>		
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**Identification of Who will be Accountable for Student Progress**

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

Green Dot’s education team conducts program reviews annually with each school where academic and cultural outcomes are assessed and a strategic plan is put in place to ensure targets will be met. Green Dot uses student performance data as a cornerstone of its management of its schools and provides extensive development to school leadership and staff so that each school will consistently improve and surpass the goals outlined within its charter petition. The Green Dot program review includes an analysis of relevant data related to the Green Dot model. Specific cultural outcomes include an analysis of stakeholder data including teacher and counselor surveys, student surveys, and parent / family surveys. An analysis of staff stability, student discipline and safety data, attendance, and teacher effectiveness provide an overall assessment of both student and staff culture.

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

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

**Grading**

Green Dot requires that all of its teachers publish a grading policy for each course. Teachers publish course grading policies in each course’s syllabus and review the grading policy with the school site principal for approval. Ánimo Legacy’s Principal will work with teachers and departments to align grading policies across the school site. Rubrics for individual assignments may vary by teacher, department or school site. Grading weights and/or percentages may be established by school-wide or by individual departments to reflect departmental priorities (e.g. Laboratory experiments, writing assignments, etc.). Each school and course generally adheres to the following standard grading policy:

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

final exams, and 15% to class projects such as portfolios, presentations, or other authentic assessments.

### ***Parent Communications***

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

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

#### **Progress Reports**

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

#### **Report Cards**

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

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

To be considered for promotion to the next grade level, each middle school student (grades 6 - 8) must obtain sufficient academic credit in required courses during that school year. Middle school students are required to receive academic instruction and participate in the subject areas of English, Reading, Mathematics, Science, History and Writing. On-going communication with parents via conferences, progress reports, and report cards would provide initial notification of concerns with student academic performance. If a school is going to retain a student, a conference will be held with the Principal, counselor, student and parent to ensure due process and clear supports are in place for improving student outcomes. The school considers multiple measures such as attendance, course grades, academic data, and age/maturity.

Any student who misses in excess of 15 days in a semester in a class period may not earn credit in that course. Students who fail more than two courses per school year may not be promoted to the next grade level (i.e., that student may be retained in the same grade level for the following school year). Students who fail one or two courses in a school year may be required to pass summer school to be promoted to the next grade level.

Green Dot administration reserves the right to review special circumstances and allow consideration to be given.

## Element 4: Governance

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

### **GENERAL PROVISIONS**

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

Charter School shall not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Ed. Code § 47604.)

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

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

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

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

### **LEGAL AND POLICY COMPLIANCE**

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

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

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

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

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

Charter School and all employees and representatives of Charter School, including members of Charter School’s governing board, members of Charter School or governing board committees and councils, Charter School administrators, and managers, shall comply with federal and state laws, nonprofit integrity



standards, and LAUSD charter school policy, regarding ethics and conflicts of interest. Charter School shall enter into all transactions and conduct business with all persons and entities at arm's length or, in the case of otherwise permissible related party transactions, in a manner equivalent to arm's length.

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

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

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

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

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

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

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

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

#### **RESPONDING TO INQUIRIES**

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

If an allegation or other evidence of waste, fraud, abuse, or other material violation of law related to Charter School's operations, or breach of the Charter, is received or discovered by the District, Charter School, including but not limited to its nonprofit corporation, employees, and representatives, shall cooperate with

any resulting inquiry and/or investigation undertaken by the District and/or the Office of the Inspector General Investigations Unit.

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

### **NOTIFICATION OF THE DISTRICT**

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

### **STUDENT RECORDS**

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

### **PARENT ENGAGEMENT**

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

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

### **FEDERAL PROGRAM COMPLIANCE**

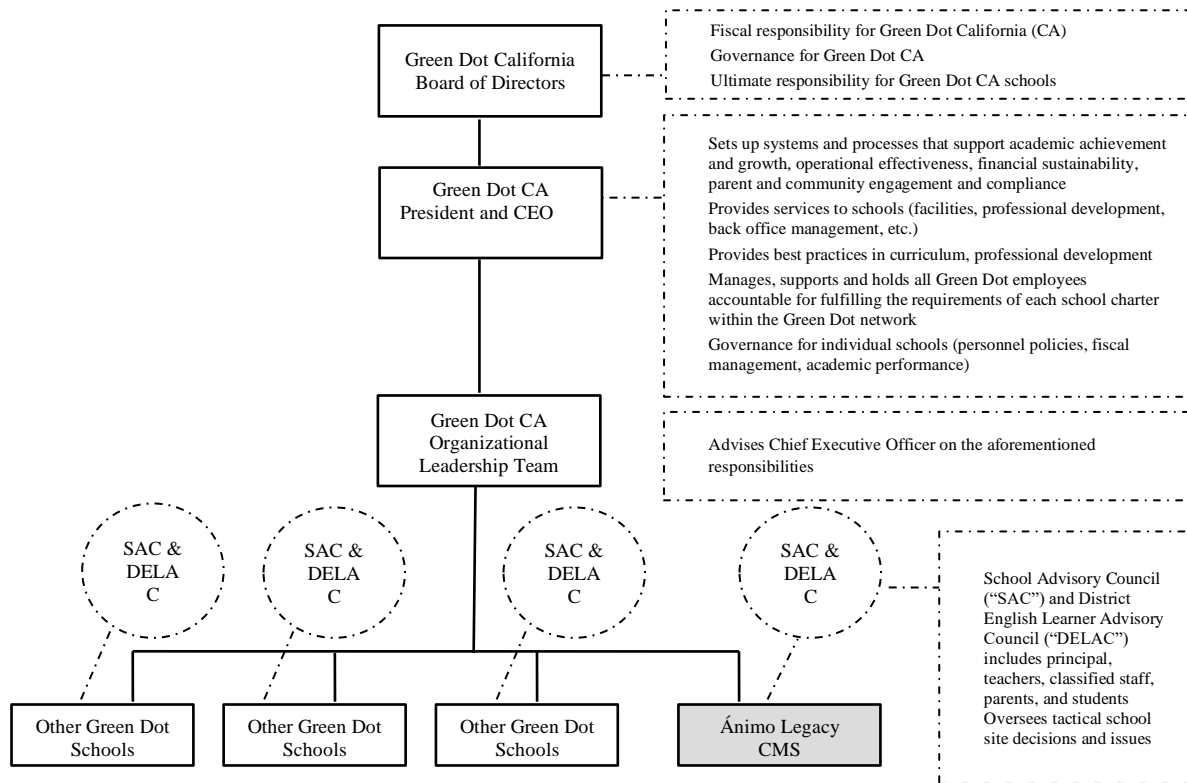
As a recipient of federal funds, Charter School has agreed to meet all applicable programmatic, fiscal and other regulatory requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) and other applicable federal programs. Charter School understands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

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

**Nonprofit Public Benefit Corporation**

Ánimo Legacy is an independent charter school operated by Green Dot Public Schools California (“Green Dot California”), a nonprofit public benefit corporation as defined per Education Code section 47604. Green Dot California is governed by the Green Dot California’s Board of Directors (“Board” or “California Board” or “California Board of Directors”) in accordance with its adopted bylaws, which shall be consistent with the terms of this charter. Ultimate responsibility for the governance of Ánimo Legacy will rest with the Green Dot California Board of Directors.

## Green Dot Governing Structure



### Green Dot California Board Membership

The Green Dot California Board frequently discusses additions to its membership based on the need to add expertise and/or balance representation of the communities served by Ánimo Legacy and other Green Dot California schools. Prospective Board members meet with the President and Chief Executive Officer and Board President before being invited to join the Board of Directors. All prospective Board members are required to visit a Green Dot California school and observe a Board meeting prior to being nominated. The California Board is a self-perpetuating board. California Board members are elected or re-elected at an annual, regular or special meeting of the California Board. Once a person is nominated for election to the California Board, the California Board undergoes a thorough review process including reviewing the nominee’s professional background, community involvement, and commitment to Green Dot’s mission. The California Board then votes to elect the nominee. Unless a California Board member dies, resigns or is removed from office by action of the California Board, each California Board members generally holds office for a term expiring on the second 31<sup>st</sup> day of December occurring after the date the California Board member takes office and, if the California Board member’s office otherwise would become vacant, thereafter until the California Board member’s successor is elected. The California Board may provide that the initial term of a California Board member expires on the first 31<sup>st</sup> day of December occurring after the date the California Board member takes office to provide for staggered expiration of the terms of California Board members. After an initial term, California Board members generally are up for reelection every two years. The National Board is not involved in the vetting, designation, appointment, or selection of California Board members. The National Board can, by majority vote of the quorum needed to transact business, elect to remove a California Board member if it deems that the California Board member fails to uphold the values of the Green Dot organization as outlined in the intellectual

property license agreement. The California Board, by a majority vote of the California Board members then in office, may remove a California Board member with the written consent of the National Board. In addition, the California Board, by resolution, may declare vacant the office of a California Board member who has been declared of unsound mind by an order of court, or who has been convicted of a felony, or who has been found by final order or judgment of any court to have breached a duty under Part 2, Chapter 2, Article 3 of the California Nonprofit Corporation Law.

### **California Board Authority**

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

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

The California Board may initiate and carry on any program or activity, or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law, and which is not in conflict with the purposes for which public schools are established. The California Board may execute any powers delegated to it by law, and shall discharge any duty imposed upon it by law, and may delegate to the California President and Chief Executive Officer and/or the Chief Academic Officer, any of those duties, as permitted by law and the Board's Bylaws. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will: be in writing; specify the appropriate entity or persons (including, but not limited to, Green Dot's Organizational Leadership Team ("OLT") members) designated by the Board; describe in specific terms the authority of the Board being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and require an affirmative vote of a majority of California Board members at a meeting compliant with the Brown Act. The National Board has no powers or responsibilities to govern Green Dot California's operations, and the California Board has not delegated any such power or responsibility to the National Board.

### **Board Meetings**

The entire California Board meets at least on a quarterly basis. The Executive Committee of the Board meets four times a year and the Audit Committee meets as needed to support the preparation of the audit. All Board meetings are open to the public and held consistent with the Brown Act and applicable provisions of Education Code Section 47604.1. Board meetings and committee meetings are held at Green Dot California's offices at 1149 S. Hill Street, Suite 600, Los Angeles, California. A two-way teleconference location shall be established at each school site, including the Charter School. Meeting notices and agendas will be made available and posted to the public prior to Board meetings (both on the Green Dot website and physically in schools' main offices). For all regularly scheduled meetings, an agenda will be posted at least 72 hours in advance at location(s) as required by the Brown Act. Board meetings shall affirm the spirit of the Brown Act's declared intent such that Board deliberations and actions will occur openly, subject to any exception authorized by the Brown Act. Board meetings, including their location(s), shall also facilitate public participation and ensure that interested members of the public, including but not limited to, parents who reside in the City of Los Angeles, remain informed of matters pertaining to Green Dot and Ánimo Legacy. Board actions are recorded in meeting minutes and copies made available to the public via the Green Dot website. The public may request Board records by calling Green Dot Public Schools California at (323) 565-1600 or via email at [info@greendot.org](mailto:info@greendot.org).

Green Dot will ensure compliance with key Brown Act requirements by providing annual Brown Act training to the Board of Directors, and by assigning the duties to post agendas and minutes in compliance with the Brown Act to a Charter School employee who is trained in Brown Act requirements.

Notwithstanding the foregoing, the Board may modify or suspend these practices to the extent allowed by an executive order issued by a public official, or any other law, where warranted in the interests of health and safety, e.g., in response to a public health crisis or other disaster event.

### **Quorum and Motion Requirements**

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

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

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

### **Abstention**

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

### **Teleconference Meetings**

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

1. At a minimum, a quorum of the members of the Board shall participate in the teleconference meeting from locations within the jurisdictional boundaries of the school districts that have approved charters operated by the Board or within the County of Los Angeles;
2. All votes taken during a teleconference meeting shall be by roll call;
3. If the Board elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;

4. All locations where a member of the Board participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
5. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board directly at each teleconference location, one of which shall be located within the jurisdictional boundaries of the District when discussing or transacting business of a charter authorized by the District; and
6. The agenda shall indicate that members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.

Notwithstanding the foregoing, the Board may modify or suspend these practices to the extent allowed by an executive order issued by a public official, or any other law, where warranted in the interests of health and safety, e.g., in response to a public health crisis or other disaster event.

### **Organizational Leadership Team**

The Organizational Leadership Team (“OLT”) serves in an advisory capacity for the President and Chief Executive Officer of Green Dot Public Schools California. The President and Chief Executive Officer is responsible for the majority of the policy setting decisions not in conflict with the duties reserved for, or imposed by law upon, the Board, including but not limited to the following: develop general policies of the school; recommend and monitor the school's annual budget; ensure operation of the school in accordance with the charter and the law; and hiring the school's principal. In addition, the President and Chief Executive Officer, with the support and advisement of the OLT, is responsible for setting up systems and processes that support academic achievement and growth, operational effectiveness, financial sustainability, parent and community engagement, and compliance across the network of schools. The President and Chief Executive Officer and OLT are required to manage, support and hold accountable all Green Dot California employees to fulfill the requirements of each charter petition within the Green Dot California network.

The OLT, which is led by the Chief Executive Officer and President, includes leaders that are Senior Director-level and above. The Chief Academic Officer, Chief Program Officer, and Chief Business Officer Develop and implement Green Dot California’s academic, programmatic and operational/financial sustainability models, respectively, with support from the rest of the OLT. The OLT meets weekly to focus on key issues dealing with Ánimo Legacy and other Green Dot California schools. OLT members meet with the principal on at least a monthly basis to discuss topics such as: school performance, student academic success, school operations, financial management, reporting, etc. This regular feedback helps ensure that Ánimo Legacy meets its targets and is continually improving.

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

The Green Dot California Board of Directors is responsible for major strategic and policy decisions related to GDPSC schools as well as ensuring the organization’s financial sustainability. Key tenets of the Board’s philosophy are students-first decision-making, mission orientation, effective governance, transparency and collaborative relationships with key stakeholders. Green Dot California Board Members have a range of expertise, but a common commitment to improving educational outcomes for students in low-income, high need communities. Green Dot California’s Board may have no fewer than three members and no more than twenty-five members. Board members must be re-elected at the end of each Board term. New candidates nominated to the Green Dot California’s Board in the future will be reviewed based on their professional background, community involvement and commitment to Green Dot California’s mission to prepare students for college, leadership and life.

Green Dot California’s Board members have diverse backgrounds and expertise. Green Dot California’s Board members specialize in legal work, management, strategy planning, communications, education and accounting. GDPSC is committed to maintaining a wide breadth of knowledge, culture and

specializations on the Board of Directors. Complete biographies of Board members are available on Green Dot California's website.

### **School Administration**

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

### **School Advisory Council and District English Language Advisory Council (DELAC)**

The SAC develops, maintains, reviews and approves the Charter School's School Plan for Student Achievement ("SPSA") or comparable document, reviews the school's strategic plan, monitors its implementation throughout the year, provides numerous opportunities for students and parents to contribute to the school's operations and growth, and reviews the school budget to assure spending is in accordance with the goals of the SPSA. The SAC may recommend modifications to the strategic plan to reflect changing needs and/or priorities. The SAC may provide input on: curricula and instructional strategies, staff professional development, the school budget, parent involvement, staff stipends, and the school calendar.

The SAC meets monthly when school is in session and is led by the principal. All regular and special meetings of the SAC are posted at least forty-eight hours in advance of the meeting in the main office and open to the public. The SAC shall be composed in the following manner to ensure parity:

- Half of the SAC members shall consist of the principal, classroom teachers (selected by the teachers at the Charter School), and other school personnel (selected by other school personnel at the Charter School). Classroom teachers shall make up the majority of this group.
- The remaining half of the SAC members shall consist of equal numbers of Charter School students (selected by the Charter School's Student Council) and Charter School parents, or other community members as selected by the Charter School's parents.

Teachers and other School personnel are nominated or volunteer to serve on the SAC. Students are selected from the school's Student Council. Elections for staff and students, as well as elections for parent membership, are held/made prior to July 1 of each year.

Ánimo Legacy's DELAC is a committee comprised of parents (at least 51%), staff and community members specifically designated to advise school officials on English learner program services. The DELAC meets at least four times per year and members take on various roles and responsibilities. The DELAC advises the Ánimo Legacy's governing board on all of the following tasks:

1. Development of a district EL master plan including policies guiding consistent implementation of EL educational programs and services that takes into consideration the Single Plan for Student Achievement;
2. Conducting of a Green Dot-wide needs assessment on a school-by-school basis;
3. Establishment of district program, goals, and objectives for programs and services for English Learners;
4. Development of a plan to ensure compliance with any applicable teacher and instructional aide requirements;
5. Review and comment on the Charter School's reclassification procedures;
6. Review and comment on the written notifications required to be sent to parents and guardians; and
7. Review and comment on development of the Local Control and Accountability Plan (LCAP).

### **Parent Involvement and Communication**



Parents are integral contributors to the educational process, and their perspectives are sought to develop school policies and address school issues. Outside of the School Advisory Council (SAC) and the District English Language Advisory Council, all other parent meetings are informative and open to all parents. Communication with parents, in both English and Spanish, about school programs and events occurs regularly and through a variety of channels, such as: parent-teacher conferences, open houses, parent information nights, newsletters, flyers, postings at the school, the school website, and phone messages. Green Dot also offers volunteer hours for parents to encourage parents to be involved in their students' educational experience. Opportunities to volunteer on campus include, but are not limited to parent shadows of classroom instruction, office support, attending parent workshops, chaperoning field trips and college tours, and participating on the SAC. Feedback from parents and stakeholders is collected during SAC meetings, which are regularly scheduled and open to the public. The SAC regularly monitors the School's performance on its LCAP goals and provides feedback on the School's goals and budget during SAC meetings. Additionally, the School's LCAP is available on the School's website, allowing families to easily access information about the school's performance and spending.

### **Services Provided by Green Dot Public Schools California**

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

### **Governance of Schools**

The Green Dot California Board, and as appropriately delegated to the Green Dot California President and Chief Executive Officer, act on behalf of Ánimo Legacy. In this capacity, the Board and President and Chief Academic Officer (i) set up systems and processes that support academic achievement and growth, operational effectiveness, financial sustainability, parent and community engagement and compliance, (ii) manage, support and hold all employees accountable for fulfilling the requirements of the school charter, and (iii) provide governance for Ánimo Legacy (e.g., developing school policies, employee handbook, finance and accounting policies).

### **Recruiting**

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

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

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

*Daily Services:* Year-round, Green Dot's Human Capital Department conducts outreach to recruit new staff members. The department sets up informational sessions, purchases ads, reaches out to recruits to have a qualified pool of teacher applicants. Green Dot Human Capital leads the screening of potential candidates

(with Ánimo Legacy completing the final selection of candidates). All this outreach is centralized at Green Dot, and once compiled, the principal and teachers engage in the interviewing process.

### **Facilities**

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

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

### **Curriculum Development**

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

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

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

### **Professional Development**

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

### **Budgeting**

The Green Dot Home Office will assist Ánimo Legacy in developing the school's annual budget. The Principal will have the best visibility into where resources are needed most at his/her school and provides critical guidance to Green Dot in the budget creation process. The Principal will include Assistant Principals, department heads, and teachers in the budgeting process. The School Advisory Council is given monthly updates on the budget throughout the year and provides guidance on spending plans. Ultimately, it is the School Advisory Council that votes to recommend the final budget to the Green Dot Board of Directors. During the school year, the principal will be given flexibility to make certain trade-offs between line items in the school's budget, but is not allowed to increase the overall size of the budgets without

authorization from the Green Dot Home Office. Additionally, any significant purchases (over \$5,000) cannot be made without Green Dot Home Office authorization. Staff at Green Dot responsible for financial administrative function have the following minimum qualifications: 1) a Bachelor's degree and 2) an advanced degree in the fields of business, accounting or financial management (ex. Master of Business Administration); or 3) a recognized professional certification in the field of accounting or financial management, such as a CPA (certified public accountant) or CFA (chartered financial analyst); or 4) a minimum of 10 years of experience in Accounting or Finance.

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

On a monthly basis, principals will meet with the school's Area Operations and Finance Manager and School Operations Manager to review budgets and actuals. At the end of each quarter, the budget and year end forecast are presented to the Green Dot Board, with major adjustments needing to be approved by the Green Dot Board.

### **Purchasing**

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

### **Operations**

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

### **Services Provided by Green Dot Public Schools California with Support from Green Dot Public Schools National**

Green Dot California contracts with Green Dot National to provide additional services and supports to schools. Green Dot California and Green Dot National assess the service agreement annually.

### **Facilities Financing**

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

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

### **Fundraising**

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

*Daily Service:* Green Dot's Marketing and Fundraising department conducts major fundraising events throughout the school year to support all Green Dot schools. Ánimo Legacy may have several smaller fundraisers ranging from candy sales to walkathons. The Principal can also place requests for individual grants and the Grants Manager will write the grant and work in conjunction with the principal to obtain all necessary information.

### **Back Office Support**

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

*Daily Service:*

- *Payroll:* All payroll and related tasks will be carried out at Green Dot.
- *Accounting:* Green Dot executes all general ledger activities.
- *Purchase Orders:* All purchase orders and invoices for the school will be executed by Green Dot. The principal can request purchase orders. Green Dot's Account Payable will then work with the school operations manager to make sure the purchase order matches the invoice and product is shipped appropriately.
- *Federal Programs:* The Home Office helps manage and ensure compliance to all state and federal programs.

### **Knowledge Management**

Data reporting and analysis are managed through the Green Dot Home Office. Green Dot has developed a data strategy centered on ensuring compliance with existing legislation and improving student outcomes.

*Daily Service:*

- collecting data for instructional and reporting compliance (e.g., attendance reporting to the state) purposes;
- providing staff training on data collection systems;
- providing a telephonic and virtual help desk to provide support on data systems and reports;
- providing synthesized reports of academic & operational data; and
- coordinating state and national testing (e.g., test ordering and administration).

### **Information Technology ("IT")**

IT services are managed through the Green Dot Home Office. Green Dot has developed an IT strategy that effectively utilizes technology to implement the curriculum articulated in this petition.

*Daily Service:*

- providing staff training on IT and data collection systems;
- conducting research on future IT services and equipment, including a staff and faculty technology plant;
- providing a telephonic and virtual help desk to provide IT support and problem solving technology issues;
- completing and submitting E-Rate applications or other comparable programs to manage technology costs; and
- establishing and publishing protocols for data storage and disaster recovery.

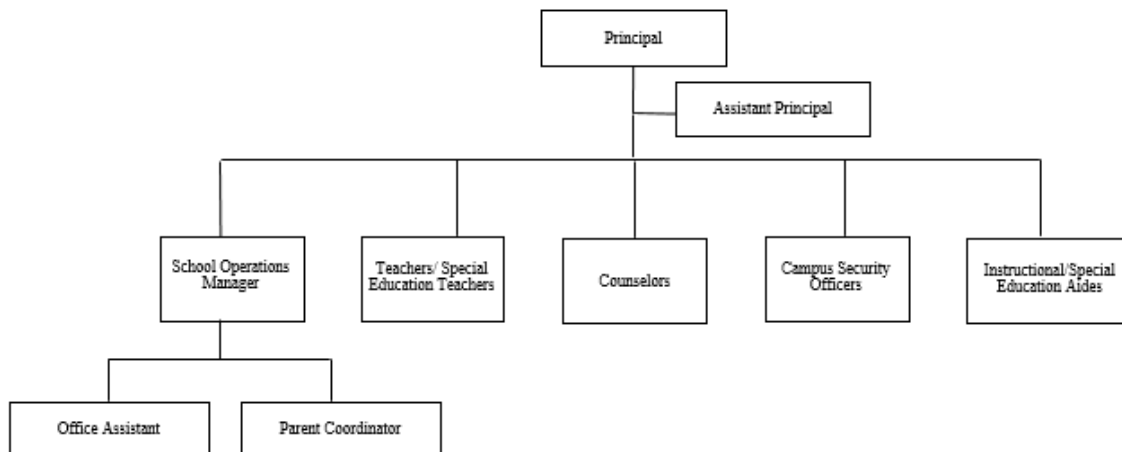
### **Human Resources**

Human Resources services are managed through the Green Dot Home Office. Green Dot has developed robust systems to ensure compliance with existing legislation that supports employees.

Daily Service:

- developing an effective benefits strategy;
- setting organization-wide policies and procedures regarding key areas including, but not limited to, document/information protection, storage and retention, employee credentialing, labor and employment law, management of employees, and management of employee claims
- providing compliance guidelines and monitoring such compliance of the above-referenced organization-wide policies and procedures; and
- managing, administering, and providing training on the Human Resources Information System (“HRIS”) or other applicable systems.

**School Site Structure**



Note: Assistant Principal may directly supervise any of the following: teachers, special education teachers, counselors, unarmed Campus Security Officers, Instructional/Special Education Aides.

## Element 5: Employee Qualifications

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

### EQUAL EMPLOYMENT OPPORTUNITY

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

### ESEA/ESSA AND CREDENTIALING REQUIREMENTS

Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers are appropriately assigned and fully credentialed in accordance with applicable state requirements for certificated employment, including but not limited to the provisions of Education Code section 47605(1). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

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

### **Job Descriptions**

#### *Principal Job Description*

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

- Maintain professional standards and a school environment that is productive, safe and focused.
- Participate in Green Dot and individual professional development
- Participate in other events aimed at promoting or developing Green Dot and its schools (i.e. student recruitment)
- Monitor the implementation of IEPs for students with disabilities, with the support of the Special Education Program Administrator (“SEPA”)

#### *Assistant Principal Job Description*

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

#### *Administrator-in-Residence Job Description*

Green Dot’s year-long, paid Administrator-in-Residence Program gives individuals the opportunity to shadow Green Dot principals, work in a school leadership capacity at multiple Green Dot sites, partner with Green Dot home office support staff on special projects, and benefit from a structured curriculum aligned with national and regional standards for school leadership development. The goal of the Administrator-in-Residence Program is to induct and train future Green Dot school administrators in the following areas:

- Green Dot philosophy, core values, and education model
- Instructional Leadership
- People Management
- Resource Management
- School Culture

The program provides ongoing support for the Administrators in Residence as they develop their philosophy of education and leadership and as they develop key foundational elements prior to being hired as an administrator at a Green Dot Public School.

#### *Teacher Job Description*

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

#### *Special Education Teacher Job Description*

- Provide instruction and services for those pupils whose needs have been identified in an Individualized Education Program (IEP) to receive support in the Special Day Program (SDP) or provides support in all academic, behavior, transition areas and effectively instruct students in a small group setting (i.e. academic success class) and/or the regular education classroom in collaboration with the general education teacher
- Work as part of interdisciplinary team and within content areas plans accommodations/modifications necessary to provide access to students with disabilities to the core curriculum and/or alternative curriculum and behavior support plans
- Co-teach general education classes to increase service delivery for special education students in the general education classroom
- Provide consultation services as follows but not limited to: (1) utilization of evaluation data for the accommodation and modification of instruction and curriculum (2); identification and assessment of behavior patterns in pupils (3) application of effective classroom management techniques; (4) identification of resources appropriate to individuals with exceptional needs to regular staff members and parents/guardians
- Collaborate with parents, administrators, testing specialists, school psychologist, social workers, and professionals to develop and monitor individual educational plans designed to promote students' educational, physical, and social development
- Provide direct support to student success teams (SST) and 504 teams by developing intervention plans for at-risk students



- Provide workshops and professional development for staff in special education procedures/ guidelines, accommodation/modification techniques and best practices on how to serve students with exceptional needs in the general education setting
- Provide paraprofessionals with training in special education guidelines and implementation of students' IEPs. Monitor paraprofessionals by developing system of accountability to ensure service delivery adhering to special education program requirements
- Meet with other professionals to discuss individual students' needs and progress. Confer with parents or guardians, other teachers, counselors, and administrators in order to resolve students' behavioral and academic problems
- Maintain accurate and complete student records, and prepares IEPs for students on caseload, as required by laws, district policies, and administrative regulations
- Participate as a member of the IEP Team in decisions regarding placement and in the development of an IEP for students with disabilities. Analyzes data when revising IEPs to provide accurate present level of performance
- Coordinate: referrals and assessment procedures, individualized education program team meetings, the implementation of special education services provided to students with exceptional needs, collection of relevant information for those students referred to the individualized education program team, organization and distribution of special education media and materials for resources in regular classrooms

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

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

#### *Counselor Job Description*

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

#### *School Operations Manager Job Description*

- Manage school operations team; sets both performance and development goals for the School Operations Associate, Parent Coordinator and Office Assistant; collaborate with the broader

Green Dot school operations staff learning community, including other School Operations Managers, to drive operational best practices across the region

- Oversee procurement and purchasing for the school including placing orders, inventorying items received and handling returns/exchanges. Manage cash receipts, deposits, payroll, and substitute teacher tracking; coordinates with Green Dot's Finance & Accounting Team to ensure effective implementation of financial policies; provides assistance to the Principal with budget management
- Manage the student information system and attendance reporting and intervention process; coordinates with Green Dot's Knowledge Management Team with regards to data audits and reporting; ensure confidentiality and security of files and all information pertaining to students, parents, staff, and community
- Oversee the School Nutrition Program, including managing servers, coordinating with meal vendor, ensuring compliance, conducting monthly food safety audits and ensuring meal program financial health
- Manage routine maintenance requests for school in Green Dot's work order system, ensuring maintenance, janitorial and pest control services are properly carried out; oversees the upkeep of the school's facilities and coordinates with Green Dot's Facilities Team to implement school facility projects
- Manage enrollment cycle at the school and admissions and enrollment database with support from Green Dot's Operations Team, including student recruitment, lottery and waitlist management and parent enrollment orientations
- Supports school safety processes and compliance including attending trainings, helping administrators coordinate drills and safety audits and liaising with security vendor; partners with Principal and Green Dot's Security Team to respond to emergencies
- Plan and coordinate logistics for school events and activities as needed, including back to school nights and parent conferences/meetings; coordinates with bus company for regular and field trip transportation
- Ensure compliance requirements are completed on time
- Oversee other tasks or special projects as needed

#### *School Operations Associate Job Description*

Under the direct supervision of the School Operations Manager, the School Operations Associate will:

- Manage **School Nutrition Program**
  - Vendor relations
  - Daily closeout
  - Lunch applications
  - Meal fee collection
  - Day-to-day oversight and troubleshooting
  - Updating orders based on field trips and other special circumstances
- Manage book and school **supply inventories**
  - Notify SOM of orders needed
  - Manage book room including checking textbooks and novels in and out
  - Maintain book labeling
  - Support teachers with classroom tech issues
  - Checks teacher tech out at the beginning of the year and collects it at the end of the year
- Oversee **copier** operations
- Oversees school **facilities**
  - weekly walkthroughs
  - monthly safety inspections
  - submitting work orders
  - coordinating vendor work and access

- Other duties as assigned

*Parent Coordinator Job Description*

- Participate in Green Dot and individual professional development programs. Participate in other events aimed at promoting or developing Green Dot and its schools, including student recruitment and enrollment events
- Set parent engagement goals and metrics in collaboration with school administrator and School Operations Manager and meet monthly or quarterly to assess progress
- Plan and communicate at least three engaging programs/activities per semester
- Attend community events to build relationships for the school and recruit community partners to become part of the school's family engagement program
- Develop and facilitate a parent leadership team, PTO, or parent group to address community-based issues, organize for education reform, etc.
- Organize parent volunteer initiatives
- Work with the Home Office and serve as School Office lead for recruiting new students and executing a recruiting strategy
- Conduct open houses and student tours
- Coordinate daily lunch activities including managing lunch ordering to minimize meal waste, ensuring students are scanned accurately and timely for meal reimbursement, managing lunch servers, and ensuring smooth logistics of physical lunch set-up which meet federal compliance
- Coordinate all annual lunch application activities including the distribution and collection of lunch applications, or household income forms, collecting supporting documents during the verification process, and ensuring lunch status data is accurately input into the student information system
- Perform additional duties, as assigned, related to the foregoing primary responsibilities and the holistic functioning of the office
- Share with other team members office duties, especially pertaining to parents
- Translate English/Spanish, spoken and written

*Office Assistant Job Description*

- Participate in Green Dot and individual professional development programs. Participate in other events aimed at promoting or developing Green Dot and its schools, including student recruitment and enrollment events
- Answer telephone to provide information, take and relay messages and transfer calls
- Assist in making phone calls to parents to communicate important information
- Greet visitors to school, determine nature of business, process in visitor management system and direct visitors to destination
- Process incoming and outgoing mail and assist in assembling mailers such as report cards, newsletters and attendance letters
- Filing and copying
- Ensure copy machines, printers and scanners are functional and place order for toner, staples and other supplies for zero downtime; contact copier technician for copy breakdown issues
- Assist in managing student traffic flow in the main office (i.e. discipline, medical, emergency situations, etc.)
- Manage tracking of the textbook inventory; checkout and check-in books for students. Assist in managing the uniform loaner room (i.e. inventory, sign-out/sign-in, etc.)
- Maintain student files. Accurately enter attendance data such as tardy slips, excuse notes and attendance from substitute teachers.
- Assist with tracking breakfast and/or lunch meals served
- Assist in troubleshooting facility related issues (i.e. work orders, custodial, etc.)
- Enter enrollment data, update student information and process student data for exits. Request information from previous schools for student records and transcript requests.

- Assist in the collection of information such as emergency cards, immunization, etc.
- Provide translation as needed (i.e. IEP, Administrator meetings, etc.)
- Ensure compliance requirements are completed on time
- Additional duties as assigned.

#### *Campus Aide/Security Guard Job Description*

- Provide visibility, patrol, assistance and county emergency contacts for all staff, students, faculty and guests of the school site
- Ensure that school property is secure and locked when appropriate
- Report all threats to health and safety, and incidents of misbehavior to the proper school authority
- Provide safety escorts for student, staff, faculty and guests when requested
- Provide general campus supervision before, during and after school, including but not limited to: classrooms, cafeteria, recreational and athletic areas
- Direct campus visitors to the appropriate parties and prevent unlawful loitering
- Provide security for parking areas and supervise restroom and locker areas
- Respond to all alarms, security situations, breaches, maintenance problems, and fire and building hazards. Document all events previously listed
- Assist local law enforcement and other emergency response staff as requested
- Complete all documentation and reports as established by school site personnel.
- Conduct home visits (upon requested)
- Assist with minor discipline issues
- Other administrative duties and projects as assigned

#### *Instructional Aide Job Description*

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

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

All school staff must pass TB, Federal Bureau of Investigations and Department of Justice background clearances.

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

- Bachelor's degree, required.
- The minimum years of teaching experience required by the state certification for an administrative credential, preferably at the middle or high school level, with a history of improving student achievement.
- Experience working in an urban school setting.
- Prior administrative experience a large plus.
- Demonstrated leadership capabilities.
- Proven management and team building skills.
- Experience managing budgets, creating and implementing policies.
- Excellent interpersonal communication and writing skills.
- Experience working in an entrepreneurial environment.
- A passion for improving urban high schools and driving education reform.
- Bilingual (English/Spanish) highly desirable.

*Assistant Principal's Experience & Education Qualifications*

- Bachelor's degree, required.
- The minimum years of teaching experience required by the state certification for an administrative credential, preferably at the middle or high school level, with a history of improving student achievement.
- Experience working in an urban school setting.
- Experience with leadership roles (mentor teacher, department chair, assistant principal, etc.)
- Prior administrative experience is a plus.
- Demonstrated leadership capabilities.
- Proven management and team building skills.
- Experience managing budgets, creating and implementing policies.
- Excellent interpersonal communication and writing skills.
- Experience working in an entrepreneurial environment.
- A passion for improving urban schools and driving education reform.
- Knowledge of bilingual education.
- Bilingual (English/Spanish) highly desirable.

*Administrator-in-Residence Experience & Education Qualifications*

- Minimum of 5 years teaching experience, preferably at the middle or high school level, with a history of improving student achievement, required.
- Experience working in an urban school setting
- Experience with leadership roles (mentor teacher, department chair, assistant principal, etc.)
- Demonstrated leadership capabilities
- Proven management and team building skills
- Experience managing budgets, creating and implementing policies
- Excellent interpersonal communication and writing skills
- Experience working in an entrepreneurial environment
- A clear California teaching credential or out of state equivalent, required.
- A passion for improving urban high schools and driving education reform
  - Experience coaching teachers &/or demonstrated ability
  - Ability to establish/foster a positive and safe school culture
  - Understanding of effective professional development
  - Understanding of effective instruction
  - Ability to think strategically about how to engage stakeholders (family, community, teachers, students, etc.)

*Teacher's Experience & Education Qualifications*

- Bachelor's degree, required.
- California multiple subject\* or single-subject intern, preliminary or clear credential. (\*Applicants with multiple-subject credentials are required to obtain single-subject credentials or subject-matter authorizations.) In certain circumstances, applicants who qualify for a permit or waiver through the CTC or are in the process of transferring valid out of state credentials are eligible to provide instruction, required.
- Excellent collaborative and organizational skills.
- Excellent verbal and written communication skills.
- A strong ethical base and self-awareness.
- Relentless commitment to and high standards for high quality execution.
- Passionate with a high level of personal responsibility towards ambitious goals.

- Strong sense of integrity, ethics, and drive to achieve and grow.
- Humility, sense of humor and rock-solid commitment to Green Dot's mission and the communities we serve.
- Bilingual (English/Spanish) highly desirable.

*Special Education Teacher's Experience & Education Qualifications*

- Bachelor's degree, required.
- California Education Specialist, Level I or II credential in Special Education – Moderate/Severe, at the intern, preliminary or clear level *or* Mild/Moderate, at the intern, preliminary or clear level. In certain circumstances, applicants who qualify for a permit or waiver through the CTC or are in the process of transferring valid out of state credentials are eligible to provide instruction, required.
- Strong content knowledge, pedagogical understanding, and the capacity to plan and deliver instruction to meet the needs of students
- Relentless commitment to and high standards for high quality execution
- Passionate with a high level of personal responsibility towards ambitious goals
- Excellent collaborative and organizational skills
- Excellent verbal and written communication skills
- A strong ethical base and self-awareness
- Humility, sense of humor, and rock-solid commitment to Green Dot's mission and the communities we serve.

*Counselor's Experience & Education Qualifications*

- A California Clear PPS Credential in School Counseling/Guidance, required.
- MA/MS degree in School Counseling from an accredited college or university highly desirable.
- Experience with individual and group counseling highly desired.
- A passion for improving urban high schools and driving education reform.
- Knowledge of bilingual education.
- Bilingual (English/Spanish) highly desirable.
- Experience working in an urban school setting.
- Prior counseling experience (mental health), including DIS Counseling.
- Demonstrated leadership capabilities.
- Proven management and team building skills.
- Excellent interpersonal, communication and writing skills.
- Ability to work with parents, students, faculty, post-secondary educational representatives, as well as school community groups.
- Ability to represent the school in a positive way.
- Ability to understand student maturity levels and the process of goal selection.
- Ability to help students gain an awareness of interests and abilities and to help them make course choices that will lead to appropriate careers commensurate with interests and abilities.
- Ability to understand test construction and interpret educational test data.
- Ability to motivate students and provide academic incentives for success.
- Ability to understand the unique social-emotional needs of individual students.

*School Operations Manager Experience & Education Qualifications*

- Bachelor's degree from an accredited college or university is preferred
- Minimum two years of professional experience; four preferred with at least one year experience managing others or multiple large scale projects
- Demonstrated initiative, leadership and tenacity
- Acute attention to detail coupled with the ability to think and act strategically

- Strong analytical, critical thinking and problem solving skills
- Prior school experience a plus
- Spanish language fluency a plus
- Excellent interpersonal and communication skills (written and oral)
- Highly proficient in Microsoft Word, PowerPoint, Excel and Outlook; comfortable learning new computer programs
- Ability to manage multiple projects and priorities and perform well under pressure
- Ability to maintain a positive, “can-do” attitude at all times
- High level of personal responsibility and drive toward ambitious goals
- Commitment to customer service
- Ability to complete tasks and projects effectively and on-time
- Ability to exercise discretion in the dissemination of information.
- Commitment to the mission of Green Dot Public Schools

*School Operations Associate Experience & Education Qualifications*

- Bachelor’s Degree or commensurate professional experience, preferred
- A minimum of 1 year in an administrative support capacity in an office environment is preferred. Prior experience within a school setting is desired
- Spanish proficiency is valued
- Excellent interpersonal and communication skills (written and oral)
- Proficient in MS Word, PowerPoint and Outlook; comfortable learning new computer programs
- Ability to multitask, perform well under pressure, and complete tasks/ projects effectively and on-time

*Parent Coordinator’s Experience & Education Qualifications*

- Strong ability to lead and develop positive working relationships with parents
- Spanish language fluency a plus
- Excellent interpersonal and communication skills (written and oral)
- Proficient in MS Word, PowerPoint and Outlook; comfortable learning new computer programs
- Ability to manage multiple priorities and perform well under pressure
- Ability to maintain a positive, “can-do” attitude at all times
- High level of personal responsibility and drive toward ambitious goals
- Commitment to customer service
- Ability to complete tasks and projects effectively and on-time
- Ability to exercise discretion in the dissemination of information
- High School Diploma or equivalent, required

*Campus Aide/Security Guard’s Experience & Education Qualifications*

- Minimum of 2 years of experience in security is preferred. School security experience is preferred but relevant experience in these other fields of security may be considered: government security, industrial security, military, or law enforcement.
- High school diploma or general education degree (GED).
- School Security Certification as required by Education Code 38001.5.

*Instructional/Special Education Aide’s Experience & Education Qualifications*

- Possess a high school diploma (or equivalent) **AND** one of the following:
  - Completion of at least two years of college (48 units), **OR** Attainment of an AA (or higher) degree **OR**
  - Pass a local assessment of knowledge and skills in assisting in instruction (e.g., CBEST), required

- Experience working with adolescents/children requiring a specialized learning environment is preferred. Verifiable supervised experience as a volunteer in a school or related organizational activity may be substituted on an equal basis.
- Any other combination of training and experience that could likely provide the desired skills, knowledge or abilities may be considered, however, experience cannot substitute for the required minimum education and a willingness to work collaboratively as an educational team member.

### **Process for Staff Selection**

The process for staff selection is outlined in Element 1.

### **Union Membership**

Certificated employees at Green Dot have organized as the Asociación de Maestros Unidos (AMU), an affiliate of the CTA. Green Dot's first comprehensive agreement with AMU was signed and completed in spring 2003.

Classified employees at Green Dot schools have organized as the Ánimo Classified Employees Association, an affiliate of the CTA. Green Dot's first comprehensive agreement with the ACEA was approved by the Green Dot Board of Directors in spring 2009.

Employee compensation, work year, hours of employment and evaluation are negotiated with both unions on an annual basis.



## Element 6: Health and Safety Procedures

*“The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:*

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

*(ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.*

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

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

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

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

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

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

### **Comprehensive School Safety Plan**

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

- Child abuse reporting procedures
- Routine and emergency disaster procedures
- Policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- Procedures to notify teachers of dangerous students pursuant to Education Code section 49079

- A discrimination and harassment policy consistent with Education Code section 200
- Provisions of any schoolwide dress code that prohibits students from wearing “gang-related apparel” if applicable
- Procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- A safe and orderly environment conducive to learning at the Charter School
- The rules and procedures on Charter School discipline
- Procedures for conducting tactical responses to criminal incidents, including procedures related to individuals with guns on Charter School campus(es) and at school-related functions.

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

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person’s employment if employed after the beginning of the school year, in accordance with the requirements of Education Code section 44691.

### **Medication in School**

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

### **ATHLETIC PROGRAMS**

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

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

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

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

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

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

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

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

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

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

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis pursuant to Education Code section 49450 et seq, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

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

### **HUMAN TRAFFICKING PREVENTION RESOURCES**

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

### **FEMININE HYGIENE PRODUCTS**

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

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

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

### **CALIFORNIA HEALTHY YOUTH ACT**

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

### **BULLYING PREVENTION**

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

### **LGBTQ RESOURCES TRAINING**

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

### **TRANSPORTATION SAFETY PLAN**

The Charter School shall develop and maintain a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, the Charter School shall ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Ed. Code § 39831.3; Veh. Code § 28160.)

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

*“The means by which the school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” (Ed. Code § 47605(c)(5)(G).)*

### **COURT-ORDERED INTEGRATION**

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

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

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

Every effort will be made to reach out to the students and families in our attendance areas during recruitment as well as all segments of the community that are reflective of Los Angeles Unified School District. We expect to hold several informational meetings during the winter and spring of each school year, where we will share information about Ánimo Legacy with families and their children, including how the application processes will work and how the random public lottery will operate (if the number of lottery forms exceeds the capacity of the grade level). These methods have proved very successful at Green Dot’s existing schools and Green Dot will continue to make efforts to comply with the order from *Crawford et al. v. Board of Education of the City of Los Angeles* (1976) 17 Cal.3d 280.

While open to all students, Ánimo Legacy will seek to serve the students who reside in West Athens and the surrounding area. The community-based recruiting effort will start in the Fall (October – December) of each year of the petition and annually may include:

- 1) Direct middle school recruiting at schools such as: West Athens Elementary, 135<sup>th</sup> Street Elementary, Figueroa Elementary and 95<sup>th</sup> Street Elementary – Ánimo Legacy hopes to make classroom presentations at public feeder schools and feeder charter schools;
- 2) Mailings – Ánimo Legacy intends to send out flyers to area families informing them of the option to apply;
- 3) Open house meetings – Ánimo Legacy will host numerous open houses throughout the recruiting period to inform parents about the school;

- 4) Community partnerships – Ánimo Legacy will work community leaders to “get the word out” about the school;
- 5) Community walks – Ánimo Legacy may go door to door, talk to families, and hand out information about the school; and
- 6) Direct advertising – Ánimo Legacy may advertise in local media, including Spanish-language newspapers, neighborhood newspapers, church bulletins and the like. All information, collateral, meetings, and communications will be made in English and Spanish and any other language Ánimo Legacy deems appropriate based on the needs of the community. We believe these outreach efforts will attain a racial and ethnic balance at Ánimo Legacy reflective of the surrounding community and LAUSD.

The charter school shall maintain an accurate accounting of the ethnic and racial balance of students enrolled in the school. Ánimo Legacy will use the PowerSchool software program to track demographic information on each individual student.

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

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

- Norm Day Classification
- Total School Enrollment
- Number of Students by Grade Levels
- Number of Students by Ethnicities and Grade levels
- List of Register-Carrying Teachers in Classrooms
- List of all Certificated Personnel
- Unfilled Classroom Teacher Positions
- Fiscal Year-End Financial Report
- Number of Students Living Outside the LAUSD Attendance

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

#### **How the Plan Will Achieve LAUSD’s Racial and Ethnic Balance Goals, Special Education Percentages, and English Learner Percentages**

Prior to each lottery season that begins in October of each year, every Green Dot school will develop a recruitment plan in collaboration with the school operations team, school administrators, home office operations team, and community members. The home office operations team will provide each school with

their current racial and ethnic data, along with data of their population of special education and English Learner students, including redesignated fluent English proficient students. This data will guide the recruitment plan for the following year to help the Charter School achieve the District's racial and ethnic balance goals and a population of special education and English Learner (including redesignated fluent English proficient) students, in line with the population of the neighborhood and the population percentages of the District, as feasible. Collateral used for recruitment and enrollment packets will be distributed in English and Spanish to assist families of English Learner students during the enrollment process. Recruitment collateral, along with school websites, will highlight special education and English Learner intervention programs offered at the school to encourage families to enroll. As needed, Green Dot commits to having a representative available to speak with Spanish only families, and give information to families inquiring about special education and English Learner intervention programs.

## **Element 8: Admission Requirements**

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

### **DOCUMENTATION OF PUBLIC SCHOOL CHOICE SCHOOL 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 documenting that students who reside within the designated attendance boundary have been offered enrollment in accordance with the terms of the Charter School prior to any other students being accepted for admission. . These records shall be made available to the District upon request.

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

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

### **HOMELESS AND FOSTER YOUTH**

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

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

### **NON-DISCRIMINATION**

Charter School shall not require a parent/legal guardian/student to provide information regarding a student’s disability, gender, gender identity, gender expression, nationality, legal or economic status, primary language or English Learner status, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status, or any other information that would violate federal or state law, prior to admission,



participation in any admissions or attendance lottery, or pre-enrollment event or process, or as a condition of admission or enrollment. Charter School may request, at the time of, and as part of, conducting its lottery process, the provision of information necessary to apply specific admissions preferences set forth in this Charter.

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

Charter School shall not discourage a student from enrolling or seeking to enroll in the Charter School, nor encourage a current student from disenrolling, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, homeless, economically disadvantaged, or a foster youth. The Charter School shall not request or require a student's records to be submitted before enrollment. The Charter School shall post on its web site the California Department of Education notice of these requirements and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquiries about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Ed. Code §§ 47605, 47605.6)

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

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

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

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

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

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

#### **Admissions Requirements**

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

### **Student Recruitment**

Ánimo Legacy is committed to serving all students, including low-income, economically disadvantaged students, special education students, English Learners and educationally disadvantaged students. As with other Green Dot Public Schools California schools, Ánimo Legacy tailors its student recruiting efforts and student enrollment processes to attract all students from the communities in which it serves. All of the methods outlined in Element 7, Means to Achieve Racial and Ethnic Balance, are reflective of this mission. Specific activities that will be employed by Ánimo Legacy include:

- The use of English and Spanish marketing collateral and materials;
- Extensive grassroots marketing; and
- Simple, easy-to-use and easy-to-understand forms and brochures.

### **Lottery Preferences and Procedures**

Charter School will implement the following admissions process, including an open enrollment period, lottery if necessary and official enrollment process. Existing students will be exempt from the public random drawing (lottery).

Per Education Code section 47605(e)(2)(B), preference shall be given to:

1. Students with siblings currently enrolled at Charter School who reside within the attendance boundary established by the District for the Public School Choice campus<sup>33</sup>
2. Children of Green Dot regular employees who reside within the attendance boundary established by the District for the Public School Choice campus (not to exceed 10% of total enrollment)
3. Students who reside within the attendance boundary established by the District for the Public School Choice campus
4. Students with siblings currently enrolled at Charter School who reside within LAUSD boundaries
5. Children of Green Dot regular employees who reside within LAUSD boundaries (not to exceed 10% of total enrollment)
6. Students who reside within LAUSD boundaries
7. Students with siblings currently enrolled at Charter School who do not reside within LAUSD boundaries
8. Children of Green Dot regular employees who do not reside within LAUSD boundaries (not to exceed 10% of total enrollment)
9. All other students who do not reside within LAUSD boundaries

### **Enrollment Period**

Each party interested in enrolling at Ánimo Legacy will be asked to complete a lottery form requesting contact information during the interest period (open enrollment period), which begins October 1<sup>st</sup> and ends no later than the first full week of December. A copy of all lottery forms will be maintained. Lottery forms request minimal student information and parent contact information and are made available both online and in paper form. The dates of the open enrollment period will be made public on Green Dot's website prior to the opening of the open enrollment period. If the number of completed lottery forms exceeds the capacity, a random, public drawing (lottery) will determine enrollment. The lottery will be held each year no earlier than the first Monday of December and no later than the third Friday of December. The date and time of the lottery will be made public on Green Dot's website prior to the opening of the open enrollment period. The process and procedures, as well as timeline, will also be

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<sup>33</sup> Applicants who are siblings and apply to the same Green Dot school together are given sibling admissions preference as soon as one sibling is accepted into the school during the lottery.

made available to all interested parties in hard copy at the school's main office. Additionally, this information will be distributed, as appropriate, during the recruitment efforts described above. The lottery will be held at the school or a large community center, church, auditorium, or any public venue capable of seating all applicants comfortably. The lottery will take place on a weekday evening or weekend morning to help ensure all interested parties can attend. No test or assessment shall be administered to applicants prior to acceptance and enrollment into the school.

### **Lottery Procedures**

At the lottery, a presentation will be made in English and/or Spanish to all interested parties about the lottery process and rules. Parents and families do not have to be present to gain admission. The lottery will be conducted using an automated online system to ensure that the process is fair and equitable for all applicants. Lottery forms submitted prior to the lottery form deadline are verified for the preferences outlined above. Applicants will receive preference in the automated system, depending on the preferences the applicant qualified for in the verification process. Qualifying lottery forms will receive preference in the automated lottery system, per the preferences outlined above.

Representatives from the school, typically the Principal and School Operations Manager, will host and present the lottery to parents and families, while a representative from Green Dot's Home Office will be charged with conducting the computer-automated portion of the lottery process. Parents and families will see a database that contains the names from each lottery form submitted to the Charter School for the upcoming school year. The Green Dot Home Office representative will sort applicants into separate tiers to give priority to the preferences in the charter petition. Applicants in tier 1 will be selected first, tier 2 second and so on until all applicants have received a lottery number. After the computer randomization is complete, the acceptance and waitlist results will be projected on the screen in the front of the room. Applicants will be admitted to the school in the order they are drawn, up to the grade-level capacity. The school reserves the right to select more than the applicable capacity for admission to ensure the school's overall enrollment is stable as long as the overall enrollment would not exceed the authorized enrollment capacity. Principals will work with the Home Office to discuss the conditions of the increase, such as historical attrition rates, enrollment capacity, master scheduling, facility capacity, etc. Should the Principal elect to enroll more students than the capacity, an announcement will be made at the lottery and additional students will be enrolled based on the lottery and the methods described. If the capacity, or adjusted capacity mentioned in the preceding sentence, for the upcoming school year is already exceeded, the school will run a waitlist lottery to determine the order of the waitlist. The 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. Annual training of lottery procedures and use of the online database is provided for appropriate school staff, including the School Operations Manager, to ensure the fair execution of lottery and waitlist procedures.

### **Post Lottery Procedures**

All families who submitted a lottery 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 appropriate school staff within one week of the lottery via a notification letter sent to the address indicated on the form. The letter will indicate whether the child was accepted or waitlisted, and, if waitlisted, the number on the waitlist for the applicant. For students identified on the acceptance list, the letter will include steps the parents/guardians of the applicants must take to enroll the applicant in the school, such as attendance to the school's enrollment event. Schools will host at least one enrollment event for families and make three separate phone calls on three different days to confirm enrollment to families unable to attend the enrollment event.

### **Waitlist Management 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, per the preference tiers outlined above. After the lottery, the waiting list is never re-ordered. Lottery forms submitted after the close of the enrollment period, or after capacity is reached (if no lottery is required), will be added to the waitlist; ordered on a first-come, first served basis. Should a vacancy occur, admission will be offered to the next applicant at the top of the waiting list. Students admitted off the waiting list will be notified via telephone. If the school is unable to contact the family via telephone, the family will be notified in writing via a letter sent to the address indicated on the lottery form. Families contacted from the waitlist will have 10 calendar days to accept the seat at the school. The timeline will be reasonable and take into account the needs of the school community. Typically, three separate phone calls on three different days are made, with accompanying documentation in the online database. If parents/guardians of applicants do not respond within ten calendar days, the applicant will be removed from the waitlist, and the next applicant's parents/guardians will be contacted.

The waiting list expires annually on the last day of the school year for which the student applied.

## Element 9: Annual Financial Audits

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

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

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

- 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

Green Dot’s Audit Committee, which is made of Green Dot Board members and people who are not Green Dot Board members, ensures the selection of a reputable independent auditor and the completion of an annual audit of Ánimo Legacy’s financial books and records, including attendance. The auditor shall be on the State Controller’s list of educational auditors and shall be hired by the Green Dot California Board of Directors. This audit will be conducted in accordance with the applicable Generally Accepted Accounting Principles, and will verify the accuracy of Green Dot’s and Ánimo Legacy’s financial statements (including their Statement of Financial Position, Statement of Activities and Statement of Cash Flows), attendance and enrollment accounting practices, and review internal controls. To the extent required by law, the scope of this audit will be expanded to include any relevant items or processes identified by the Office Management and Budget such as Circular A-133. The Green Dot Finance and Accounting department works with the auditors to ensure all materials are provided, and processes, controls and policies are followed in accordance with regulations and requirements, as part of the services covered by the Service Fee.

Green Dot will use an independent auditor that is Certified Public Accountants licensed in the State of California.

It is required that annual audits will be completed within five and one-half months of the close of each fiscal year. Thereafter, a copy of the auditor’s findings will be forwarded to Los Angeles Unified School

District, the County Superintendent of Schools, the California Department of Education, and the State Controller's Office. All financial statements will be submitted to LAUSD by December 15<sup>th</sup> following the close of the fiscal year. The Audit Committee will review any audit exceptions or deficiencies and report recommendations to Green Dot's full Board as to how these have been, or will be, resolved.

If the Charter School were to have a finding, material weakness or audit exceptions, it would be addressed and corrected immediately. Audit exceptions would be addressed by the school in collaboration with the Green Dot Finance and Accounting department and the Audit Committee as soon as they were discovered. They would be addressed with the Board of Directors at the December Board meeting where the Audit is reviewed. If a global change in process were required, it would be brought up to the Audit Committee of the Board and if material the Board of Directors for approval. In addition, the principal of Ánimo Legacy will act upon these recommendations, and report such actions to Los Angeles Unified School District. (EC Section 47605 (c)(5)(I)).

Consistent with EC Section 41020(h), not later than December 15, a report of each local educational agency audit for the preceding fiscal year shall be filed with the county superintendent of schools of the county in which the local educational agency is located, the department, and the Controller. The Superintendent shall make any adjustments necessary in future apportionments of all state funds, to correct any audit exceptions revealed by those audit reports. In addition, per AB 1994, Ánimo Legacy will provide an annual financial report to LAUSD in a format developed by the Superintendent of Public Instruction. Ánimo Legacy will submit its annual audit to the State Controller, COE, CDE and LAUSD. Green Dot's Controller and Auditor are responsible for ensuring that the completed audit is sent to all required agencies by the statutory deadline.

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

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

Additional services provided by Green Dot were detailed earlier in the charter.

## Element 10: Suspension and Expulsion Procedures

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

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

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

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

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

*(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform the pupil, the pupil’s parent or guardian, or the pupil’s educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).” (Ed. Code § 47605(c)(5)(J).)*

### **GENERAL PROVISIONS**

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

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

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

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

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

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

### **HOMEWORK TO SUSPENDED STUDENTS**

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

### **STUDENTS WITH DISABILITIES**

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

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

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

### **NOTIFICATION OF THE DISTRICT**

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

- Completed “Notification of Charter School Expulsion” [form available from the CSD website or office], including attachments as required on the form



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

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

#### **OUTCOME DATA**

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

#### **REHABILITATION PLANS**

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

#### **READMISSION**

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

#### **REINSTATEMENT**

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

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

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

### **Discipline Foundation Policy**

Students shall not be suspended or expelled for academic failure. Students shall only be suspended or expelled for actions as defined by Element 10 of this charter petition.

Green Dot has a progressive student discipline plan in place at each of its schools. This plan is published at the beginning of each school year in the Student Policy Manual, which is prepared to be consistent with applicable law, this charter petition and any policies and procedures as stated herein. The discipline policy of Ánimo Legacy will be reviewed with students and parents, by the Principal or designee, upon admission to Ánimo Legacy and the signing of the Student Policy Manual. Parents and students who fail to sign the Student Policy Manual do not relieve any obligation to adhere to Green Dot’s student discipline plan, but by signing the Student Policy Manual, students and parents confirm receipt and acknowledge their understanding of and their responsibility to the standards set forth in the student discipline policy. The plan includes day-to-day discipline including, but not limited to, warnings, school detentions, parent-teacher communication, student conduct agreements, counseling referrals, written assignment or reflections, in-school suspensions, Saturday schools, campus community service, disciplinary probation, and guidelines for suspension and expulsion. Understanding the impact of a loss of instructional time, students are provided assignments for completion during an out-of-school suspension and are afforded the opportunity to complete work upon return should it not be available at the time of the suspension.

Ánimo Legacy’s student discipline policy defines student responsibilities, unacceptable behavior, and the consequences for noncompliance. The discipline policy promotes learning and protects the safety and well-being of all students, staff, and visitors at the school and serves the best interests of the school’s students and their parents/guardians. Green Dot and Ánimo Legacy administrators have reviewed the suspension and expulsion portion of the California Education Code prior to preparing the procedures and the list of enumerated offenses for which a student may/must be suspended or expelled. These procedures are prepared to provide due process to all students. Staff shall enforce disciplinary rules and procedures fairly and consistently among all students.

The Charter School’s discipline plan follows the District’s Discipline Foundation Policy. The school implements school-wide behavior supports and alternatives to out-of-school suspension. The school follows the Structures for Success, Teaching Expectations, Observing and Monitoring student behavior, Interacting Positively and Correcting Fluently (“STOIC”) classroom management model from Safe and Civil schools as foundation for addressing student behavior.<sup>34</sup> This comprehensive model focuses on providing students with clear expectations, actively supervising student behavior and correcting misbehavior promptly and with positive interactions. The STOIC model creates transparent expectations for students and staff and is the framework for the school’s positive behavior and intervention systems. Examples include: merit card program, teacher and student mediation, in-school suspension, parent-student shadow days, written student reflections and campus community service. Merit cards are a part of positive behavior support system that acknowledges students’ positive contribution to the school

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<sup>34</sup> More information about the STOIC classroom management model is available here:  
<http://www.safeandcivilschools.com/>

community both inside and outside of the classroom. The merit card program may include recognition events and/or celebrations of students who reach a threshold amount of merits.

The MTSS model outlines academic, behavioral and social-emotional supports for all students at different tiers. All students receive behavioral supports at the Tier 1 level through a school-wide Positive Behavior Support System representing universal practices. At the Tier 2 level, more intensive support may be provided with mentoring programs, behavior support groups, and other interventions both in the classroom or outside the classroom for students not responding to Tier 1 supports. If a student continues to struggle, the MTSS team will determine if there are specific individual interventions (Tier 3) necessary to address the student's needs or if a referral to the Student Success Team is required. A Student Success Team referral may take place based on the need for individualize behavioral interventions, but would also include a comprehensive review of the student's needs academically as, well as social-emotionally. If, through the process, the Student Success Team suspects a disability, an assessment plan would be created in order to complete a comprehensive psychoeducational evaluation. For students with an IEP who are having behavioral challenges and who are in need of additional behavioral supports and interventions which are not currently in the IEP, the school would convene an IEP team meeting in order to add or revise a behavior support plan or consider other behavioral supports or whether or not a functional behavior assessment is warranted. The IEP team may also consider a re-evaluation of the student in order to determine a possible change in eligibility or to gather additional information to plan other changes to the student's plan.

The Charter School will monitor behavioral data, including in and out of school suspensions, attendance, and classroom-based infractions to ensure a data-driven approach to supporting student interventions and alternatives to suspension. When applicable, restorative practices will be implemented as alternatives to suspension.

Any campus community service issued pursuant to this Discipline Foundation Policy may take place before, after or during the school day. Any campus community service issued during the school day shall not prohibit a student's time for lunch or remove that student from instructional time.

Language translation and other necessary accommodations will be provided for students and parents as needed during any discipline conference, including the Discipline Review Board and Discipline Review Panel.

### **Progression of Disciplinary Procedures**

A restorative approach will be applied whenever possible to build connection with the school community. Restorative practices may include, but are not limited to, community circles, mediation, restorative dialogue and conferences. School Behavior data is monitored through PowerSchool, Green Dot's student information system. PowerSchool provides teachers and administrators the ability to log positive behavior, interventions, and consequences as needed. Additionally, Green Dot's internal Tableau system includes customized reports that school sites use to monitor progress over time.

### **Teacher Detention**

Teachers are responsible for the day-to-day discipline in their classrooms with the understanding that teachers have many different roles beyond just disciplinarian. Teachers work with their students to meet their individual needs and teachers and students work together to find a common ground in the classroom, to ensure that learning can take place. Teachers are provided professional development on classroom management during summer professional development, and on-going throughout the school year during weekly Professional development. Professional development will include data analysis, review of school policies, alignment of grade level teams on student expectations and de-escalation strategies. Disciplinary

options available to the teachers as a Teacher Detention include: warnings, teacher detentions, parent-teacher communication, student conduct agreements, counseling referrals, written assignment or reflections, and discipline referral to the Principal. Teacher detentions may take place during a student's lunch period, but would not prohibit a student time for eating lunch.

As a general rule, any teacher may assign a Teacher Detention to a student for minor classroom misconduct (e.g., chewing gum, passing notes, making inappropriate noises, minor inappropriate conflicts with others, cheating). Minor inappropriate conflicts with others may be determined at the teacher's discretion and include engaging in a verbal argument, inappropriate or disruptive banter or distracting others from the learning environment after multiple redirections of the behavior. Parents will be notified of a teacher detention directly from the teacher assigning the consequence or through the school-wide notification system. When a student has not responded to appropriate in-class interventions or there is a serious violation of the rules, he/she will be referred to the Principal. A serious violation includes any violation listed under the "Grounds for Suspension of Expulsion" section included below.

### **Administrative Detention**

Administrative Detentions are typically held after school. During the detention period, students are to sit quietly. No activity such as listening to music or sleeping is permitted. The detention will consist of an activity (e.g., writing an assignment, sitting quietly in a classroom, assisting with cleaning the campus) that appropriately corresponds to the student's misconduct that led to the detention. Students may also complete classroom assignments and homework or complete a reflection on their misconduct. School events, activities, or athletics are not valid reasons for missing an Administrative Detention.

Once a student is issued an Administrative Detention, the student's parent/guardian is notified by telephone by the Principal or designee. Administrative Detentions are held multiple days per week to allow students to serve their detention on a day that is convenient for the family. Green Dot will use a progressive discipline system as defined in Ánimo Legacy's Student Policy Manual to intervene in student behavior.

### **Grounds for Suspension and Expulsion**

#### **Suspension**

Suspension is intended to maintain established policies and standards of behavior to promote learning and protect the safety and well-being of all students.

An in-school suspension shall be preceded by a conference conducted by the Principal or designee with the student and that student's parent/guardian and, whenever practical, the teacher, supervisor, or school employee who referred the student to the Principal or designee.

If a student is issued an in-school suspension without this conference, both the parent/guardian and student shall be notified by the Principal or designee of the student's right to return to school for the purpose of a conference. Parents are notified via phone, written in-school suspension notice and in person if possible.

A student serving an in-school suspension reports to school at the regular time in compliance with the Ánimo Legacy's school uniform requirements. Additional information about Ánimo Legacy's school uniform requirements can be found in the Student Policy Manual. Any student in need of a uniform may request assistance from the main office. Uniforms will be provided free of charge upon request. Each teacher will give the student written assignments that he/she must complete under the direct supervision of the Principal or designee. Teachers may conference with the student during their planning period to provide direct instructional support as needed. In addition to instructional support, students will be provided with counseling services as deemed appropriate. Social-emotional learning curriculum may be

used to allow for individual reflection and to prepare the student to reintegrate into the school community. The student will not attend any classes or school-scheduled breaks (e.g., nutrition/recess, lunch). The student will eat lunch in the assigned room. The assigned room may be a classroom, counseling center or other office space, as deemed appropriate by the school, and will be supervised at all times by an appropriately credentialed Ánimo Legacy staff member.

Whether suspension occurs in or out of school, the maximum number of consecutive days a student may be suspended is five (5) days, unless the suspension is extended pending an expulsion hearing with Green Dot's Discipline Review Panel ("DRP"). Students shall not be suspended for more than a total of twenty (20) school days in a school year, unless a suspension has been extended pending an expulsion hearing. If the student has an IEP or 504 Plan and the suspension would result in the student having been suspended for more than ten (10) days cumulatively, the Charter School must determine whether or not a manifestation determination is required.

The will Discipline Review Panel ("DRP") consist of at least the following members and no more than five staff members:

- Area Superintendent, Vice President of Schools, or Chief Academic Officer
- Two administrators from a campus not bringing forth the case<sup>35</sup>
- Two teachers/counselors from a campus not bringing forth the case

For students on suspension pending an expulsion hearing, the Charter School entered a Memorandum of Understanding ("MOU") with the District. This MOU dictates that the District will provide instructional services for students on suspension pending an expulsion hearing. If the Charter School exits the MOU or the parent declines alternative placement, the School will work directly with parents/guardians to facilitate the pick-up and delivery of academic work for each course through the Charter School's main office. Work may be picked up and delivered on a daily basis, but this should occur at least once per week. Home schooling or the facilitation of an instructor to the student's home for a designated amount of time per week will be utilized for students on an as-needed basis. School administration will arrange for students to take exams, both teacher-administered and state tests, in Ánimo Legacy's main office under appropriate supervision as needed.

### **Suspension Procedures**

In advance of a student discipline determination, including a decision to suspend a student, the Charter School administrators will conduct a thorough investigation collecting evidence, including statements from possible witnesses, to ensure that all relevant information is considered before assigning interventions or consequences. Suspensions shall be initiated by the Principal or designee according to the following procedures:

#### **1. Conference**

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

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

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<sup>35</sup> Administrators, teachers and counselors are scheduled in advance to serve on DRPs. To ensure impartially, replacements can be made at any time.

At the conference, subject to any omitted conference due to an emergency situation described in the preceding paragraph, the student shall be informed of the reason for the disciplinary action and the evidence against them. The student shall be given the opportunity to present their version and evidence in their defense. This conference shall be held within two (2) school days of the date that the Charter School received knowledge of the suspendable offense, unless the student’s parent or legal guardian waives this right, expressly is unwilling to attend, or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student’s parent or guardian to attend a conference with the Principal or designee. Reinstatement of the suspended student shall not be contingent upon attendance by the student’s parent or guardian at the conference. As a part of the conference, the Charter School will work with parents/guardians and students to facilitate the daily pick up and delivery of academic work through the Charter's School's main office. A student will be eligible to make- up any assignments missed during a suspension.

2. Notice to Parents/Guardians

At the time of the suspension, the Principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date and time when the student may return to school following the suspension. In addition, the notice may also state the time when the student may return to school. The notice will also include rights and procedures for suspension appeal. If the Principal or designee wishes to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice shall request that the parent/guardian respond to the Principal or designee the next school day. There shall be no penalty to the student should the parent fail to respond to this request.

**Matrix for Suspension/Expulsion Recommendations**

<p><b>Category I</b> Student Offenses with <b>No</b> Principal Discretion (except as otherwise precluded by law)</p>	<p><b>Category II*</b> Student Offenses with <b>Limited</b> Principal Discretion</p>	<p><b>Category III*</b> Student Offenses with <b>Broad</b> Principal Discretion</p>
<p>Principal <b>shall immediately</b> suspend and recommend expulsion when the following occur at any time, including, but not limited to, <u>while on school grounds; while going to or coming from school; during the lunch period, whether on or off the campus; or during, or while going to or coming from, a school-sponsored activity.</u></p> <ol style="list-style-type: none"> <li>Possessing, selling, or furnishing a firearm.</li> </ol>	<p>Principal <b>must</b> recommend expulsion when the following occur at any time, including, but not limited to, <u>while on school grounds; while going to or coming from school; during the lunch period, whether on or off the campus; or during, or while going to or coming from, a school-sponsored activity</u> <b>unless</b> the principal determines that the expulsion is inappropriate.</p> <ol style="list-style-type: none"> <li>Causing serious physical injury to another person, except in self-defense.</li> </ol>	<p>Principal <b>may</b> suspend and recommend expulsion when the following occur at any time, including, but not limited to, <u>while on school grounds; while going to or coming from school; during the lunch period, whether on or off the campus; or during, or while going to or coming from, a school-sponsored activity.</u></p> <ol style="list-style-type: none"> <li>Caused, attempted to cause, or threatened to cause physical injury to another person. (<b>Unless, in the case of “caused,” the injury is serious.</b>)</li> <li>First offense of possession of marijuana of not more than one ounce, or alcohol.</li> <li>Unlawfully offered, arranged, or negotiated to sell a controlled substance.</li> </ol>

2. Brandishing a knife at another person.	2. Possession of any knife, explosive, or other dangerous object of no reasonable use to the student.	4. Caused or attempted to cause damage to school or private property, including but not limited to, electronic files and databases. 5. Stole or attempted to steal school or private property. 6. Possessed or used tobacco or nicotine products. 7. Committed an obscene act or engaged in habitual profanity or vulgarity.
3. Unlawfully selling a controlled substance.	3. Unlawful possession of any controlled substance (except for the first offense of no more than an ounce of marijuana, and over-the-counter and prescribed medication)	8. Possessed, offered, arranged, or negotiated to sell any drug paraphernalia. 9. Knowingly received stolen school or private property, including but not limited to, electronic files and databases. 10. Possessed an imitation firearm. 11. Engaged in harassment, threats, or intimidation against a student or group of students or school district personnel.
4. Committing or attempting to commit a sexual assault or committing a sexual battery (as defined in Education Code Section 48900(n)). <sup>36</sup>	4. Robbery or extortion.	12. Engaged in sexual harassment. 13. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence. 14. Made terrorist threats against school officials or school property, or both. 15. Willfully used force or violence upon the person of another, except in self-defense.
5. Possession of an explosive or destructive device.	5. Assault or battery upon any school employee.	16. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a disciplinary action. 17. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. 18. Engaged in, or attempted to engage in, hazing, as defined in Section 32050. 19. Engaged in an act of bullying, including, but not limited to, bullying committed by means of electronic act directed specifically toward a student or school personnel. 20. Aided or abetted the infliction of physical injury to another person (suspension only).

\*A decision to expel a student for any of the above acts shall be based on a finding of one or both of the following: (1) other means of correction are not feasible or have repeatedly failed to bring about proper conduct, and (2) due to the nature of the act, the student’s presence causes a continuing danger to the physical safety of the student or others.

**Student Discipline Review Board**

<sup>36</sup> Education Code Section 48915(c) identifies all offenses in this Category I column without reference to other EC sections, except for Education Code Section 48915(d) that specifically refers to Education Code 48900(n).

Each school year, the Charter School will create a standing committee of at least five members for its Discipline Review Board (“DRB”), which is an advisory committee to the Principal or designee (Assistant Principal or Dean of Students) on student discipline-related issues. The DRB convenes to hold a parent conference when a student commits a serious violation of the discipline code (Categories I and II as identified in matrix above) or has broken the terms of that student’s particular individualized student conduct agreement. The DRB is a site-based committee that may recommend interventions following a serious disciplinary infraction or advise a principal to recommend expulsion to the DRB. The DRB does not determine suspensions or expulsions. The DRB is comprised of at least 3 teachers, and may also include a classified employee, counselor, or dean. The DRB will not include more than 7 staff members. The Principal or designee is the facilitator of the DRB and convenes a DRB conference when needed. All other members of the DRB participate in this DRB conference by reviewing evidence, asking pertinent questions of the Principal, students and/or family member, discussing interventions, and make a recommendation for next steps. It is the responsibility of the Principal or designee to have available all pertinent materials for each gathering.

The Principal or designee should schedule the DRB conference when the suspension paperwork is issued for a serious violation of the discipline code (Categories I and II as identified in the matrix above) or when the student has broken the terms of that student’s particular individualized student conduct agreement. While it is important that all evidence is collected in advance of the DRB conference, it must occur before the student returns to school at the end of the suspension period. The DRB may recommend to the Principal or designee disciplinary action, terms of probation, and expulsion. The Principal or designee considers the DRB’s recommendation and makes the final disciplinary decision or expulsion recommendation. While five (5) school days is the maximum initial suspension allowed; following the DRB conference, suspension may be extended pending the results of the Discipline Review Panel (“DRP”) hearing, as the student does not return to campus while they are pending the expulsion hearing, which will be held within 30 school days.

### **Expulsion – Dismissal from School**

A student may be expelled from Ánimo Legacy for any of the violations listed above in the section titled: “Matrix for Suspension/Expulsion Recommendation,” upon recommendation from the Principal pursuant to the DRB conference and after a DRP hearing.

Upon an expulsion recommendation by the Principal or designee, the student and the student’s guardian or representative will be invited to a conference with the Principal or designee to determine if the suspension for the student should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the student or the student’s parent/guardian, unless the student and the student’s parent/guardian fail to attend the conference.

This determination will be made by the Principal or designee upon either of the following: 1) the student’s presence will be disruptive to the education process; or 2) the student poses a threat or danger to others. Upon either determination, the student’s suspension will be extended pending the results of an expulsion hearing. Students shall not be suspended for more than a total of twenty (20) school days in a school year, unless a suspension has been extended pending an expulsion hearing.

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

- Brandishing a knife at another person;



- Possessing, selling, or otherwise furnishing a firearm. This subdivision does not apply to an act of possessing a firearm if the student had obtained prior written permission to possess the firearm from a certificated school employee, which is concurred in by the principal or the designee of the principal;
- Unlawfully selling a controlled substance;
- Committing or attempting to commit a sexual assault or committing a sexual battery (as defined in 48900[n]); and
- Possession of an explosive or destructive device.

The term “knife” means (A) any dirk, dagger, or other weapon with a fixed, sharpened blade fitted primarily for stabbing; (B) a weapon with a blade fitted primarily for stabbing; (C) a weapon with a blade longer than 3½ inches; (D) a folding knife with a blade that locks into place; or (E) a razor with an unguarded blade.

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

The term “destructive device” means any explosive, incendiary, or poison gas, including but not limited to: (A) bomb; (B) grenade; (C) rocket having a propellant charge of more than four ounces; (D) missile having an explosive or incendiary charge of more than one-quarter ounce; (E) mine; or (F) device similar to any of the devices described in the preceding clauses.

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

### **Authority to Expel**

Students recommended for expulsion are entitled to a hearing adjudicated by a neutral officer to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled by the neutral and impartial Discipline Review Panel (“DRP”) following a hearing before it. The DRP will consist of at least the following members and no more than five staff members:

- Area Superintendent, Vice President of Schools, or Chief Academic Officer
- Two administrators from a campus not bringing forth the case<sup>37</sup>
- Two teachers/counselors from a campus not bringing forth the case

At the beginning of the academic school year, a schedule is composed for all administrators to be “on call” for a particular month should their presence be needed at a DRP hearing.

### **Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled within the thirty (30) school days after the Principal or designee determines that the student will

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<sup>37</sup> Administrators, teachers and counselors are scheduled in advance to serve on DRPs. To ensure impartially, replacements can be made at any time.

be recommended for expulsion. A hearing will be held even if a student does not request a hearing for purposes of creating a record that the expulsion was done in accordance with Green Dot procedures.

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

Written notice will be mailed by the Principal or designee at least seven calendar days before the DRP hearing and will include student identification information, a description of the alleged misconduct, the applicable expulsion provision as listed in the above Matrix for Suspension/Expulsion Recommendations, student rights for due process, a description of the expulsion proceedings, the right to representation by counsel or advocate, the right to question all witnesses who testify at the hearing, the right for the hearing to be held in public session, the right to inspect and obtain all copies of documentation, the right to present evidence on the student's behalf, the date, time and location of the hearing, the right to receive language translation, the right to request a reasonable accommodation, and the right to request a postponement. Upon mailing the written notice, the Principal or designee's responsibility, it shall be deemed served upon the student.

A record of the hearing shall be made and will be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

Within ten (10) school days after this hearing, the DRP facilitator (an Area Superintendent, Vice President of Schools, or Chief Academic Officer) will provide the student/parent/guardian/authorized representative with the Findings of Fact, which will include a description of the outcome of the hearing. If the DRP recommends against expulsion, the student will be immediately reinstated and permitted to return to an instructional program. If the DRP confirms the Principal's or designee's recommendation for expulsion, the Findings of Fact will include an expulsion order, a rehabilitation plan, and any other recommendations the DRP determines to be appropriate. The rehabilitation plan typically requires a student to maintain satisfactory attendance, enrollment in a school setting, make academic progress, and not return to the school campus from which they were expelled. Depending on the expellable offense, counseling may be recommended. A sample Findings of Fact template is available upon request. If a student is expelled, Green Dot's Education Team will assist parents in finding a new placement for an expelled student by advising parent to call the local district Student Discipline Office if they want their child to attend a local district school or to work with the Los Angeles County Office of Education for an alternative school placement.

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by Discipline Review Panel at the time of the expulsion order. The rehabilitation plan should include a date not later than one year from the date of expulsion when the student may reapply to the Charter School for readmission. Upon request from a student's parent or guardian, or a pupil who holds their own educational rights, the decision to readmit a student shall be made by the Discipline Review Panel. The DRP will determine whether the student has successfully completed the rehabilitation plan. The student's readmission is also contingent upon the capacity of the Charter School at the time of the student seeks readmission.

In a hearing in which a student is alleged to have committed or attempted to commit a sexual assault or to have committed a sexual battery, a complaining witness shall be given five days' notice before being called to testify, and shall be entitled to have up to two adult support persons, including, but not limited to, a parent, guardian, or legal counsel, present during their testimony. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential. These requirements shall

not preclude the person presiding over an expulsion hearing (i.e. Area Superintendent, Vice President of Schools, or Chief Academic Officer) from removing a support person whom the presiding person finds is disrupting the hearing. Further, in a hearing in which a student is alleged to have committed or attempted to commit a sexual assault or to have committed a sexual battery, evidence of specific instances of a complaining witness' prior sexual conduct is to be presumed inadmissible and shall not be heard absent a determination by the person conducting the hearing that extraordinary circumstances exist requiring the evidence to be heard. 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. A decision to expel must be supported by substantial evidence that the student committed an expellable offense. Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay. Sworn declarations may be admitted as testimony from witnesses of whom the DRP determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

If, due to a written request by the expelled 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, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

### **Appeal Rights**

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

If requested, a suspension/expulsion appeal meeting will be held with the Chief Academic Officer and the student/parent/guardian. The Chief Academic Officer will review the supporting documentation attached to the written appeal and hear the basis for the appeal from the student/parent/guardian/authorized representative. A decision will be made on the appeal based on a review of all evidence and the Finding of Facts within 10 calendar days from the date of the expulsion appeal meeting unless an extension is mutually agreed upon between the student/parent/guardian/authorized representative and the Chief Academic Officer. If denied, the student/parent/guardian/authorized representative may appeal this decision to the Green Dot Board of Directors within 10 calendar days of the denied appeal. An appeal hearing will be scheduled to be heard by the Board within 30 calendar days of receipt of the appeal to the Board.

If the expulsion appeal goes to the Board, the Green Dot Discipline Appeal Committee ("DAC") will hold a closed session meeting to hear the appeal. The DAC is a Board Committee whose membership consists entirely of Board members. The hearing shall be held in closed session (complying with all student confidentiality rules under the Family Educational Rights and Privacy Act) unless the student makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing. The DAC's duly authorized jurisdiction includes student expulsion hearings. The DAC will review all relevant materials including, but not exclusive to:

- All documents submitted during the DRP hearing by the student and the school,
- The Findings of Fact and Expulsion Order,
- Appeal letter(s) to the Chief Academic Officer and Response, and
- Letter from parent requesting an appeal to the Board.

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

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

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

The DAC will issue a decision within 10 calendar days from the date of the expulsion appeal DAC meeting unless an extension is mutually agreed upon between the student/parent/guardian/authorized representative and the DAC. If the DAC upholds the appeal such that the expulsion is overturned, the student will be immediately reinstated and permitted to return to an instructional program. If the DAC confirms the recommendation for expulsion, the decision will include the DRP's and/or Chief Academic Officer's expulsion order, a rehabilitation plan, and any other recommendations the DAC determines to be appropriate. With any decision upholding an expulsion, the DAC shall provide students/parents/guardians/authorized representatives with support from Green Dot to find alternative placement. Green Dot provides parents/guardians with LACOE contact information for support to find an alternative placement, and Green Dot acts a liaison to the LAUSD Suspension and Expulsion Unit as needed.

### **Notice to Teachers**

The Charter School shall notify teachers of each student who has engaged in or is reasonably suspected to have engaged in any of the acts listed in Education Code Section 49079 and the corresponding enumerated offenses set forth above.

## Element 11: Employee Retirement Systems

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

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

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

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

Subject to prevailing applicable law, Ánimo Legacy teachers, administrators, counselors, special education program administrators, school psychologists, and clinical supervisors shall be a part of the State Teachers' Retirement System (STRS) throughout the duration of the charter school’s existence under the same CDS code. Subject to prevailing applicable law, other employees (e.g., school operations managers, office assistants) shall be covered by the Public Employees' Retirement System (PERS) and Social Security as appropriate throughout the duration of the charter school’s existence under the same CDS code.

Green Dot shall submit retirement contributions to LACOE in a timely manner. Green Dot ensures the accuracy of the STRS/PERS reporting to LACOE based on their long history of working with LACOE. Green Dot Human Resource staff ensure that staff are properly enrolled in STRS/PERS and Green Dot payroll staff ensure the creditable/reportable compensation is properly reported to CalSTRS and CalPERS. Green Dot accounting staff ensure that employer and employee contributions are remitted to STRS/PERS.

## Element 12: Public School Attendance Alternatives

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

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

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

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

Ánimo Legacy will support families interested in learning about their enrollment options by guiding them to nearby schools using resources such as LAUSD’s Resident School Finder and connecting them to the Local District Operations for placement. Office staff, counselors, and administrators are all prepared to answer such questions and take individual meetings as requested by families seeking enrollment options.

## Element 13: Rights of District Employees

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

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

## Element 14: Mandatory Dispute Resolution

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

### **GENERAL PROVISIONS**

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

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

### **PROPOSITION 39 DISPUTES**

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

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

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

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

Cristina de Jesus  
Ánimo Legacy Charter Middle School  
1149 South Hill Street, Suite 600  
Los Angeles, CA 90015



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

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

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

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

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

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

Los Angeles, California 90017

Cristina de Jesus  
Ánimo Legacy Charter Middle School  
1149 South Hill Street, Suite 600  
Los Angeles, CA 90015

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

## Element 15: Charter School Closure Procedures

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

### **PUBLIC SCHOOL CHOICE CLOSURE**

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

### **REVOCAION OF THE CHARTER**

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

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

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

Pursuant to Education Code section 47607.3, a charter school identified for needing assistance and provided advice and assistance from the California Collaborative for Educational Excellence based on failure to satisfy state evaluation rubrics may be subject to revocation.

### **CLOSURE ACTION**

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

### **CLOSURE PROCEDURES**

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

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

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

### **Notification of Closure Action**

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

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

7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.
8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

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

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

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

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

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

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

Notification of employees and vendors shall include:

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

3. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment

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

### **Records Retention and Transfer**

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

1. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.
4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).
7. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.

8. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
9. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

#### *Financial Close-Out*

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

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

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

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

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

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

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

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

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

### *Disposition of Liabilities and Assets*

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

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

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

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

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

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

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

- a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- b. Make final federal tax payments (employee taxes, etc.)



- c. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including but not limited to final tax returns and forms (e.g., Form 990 and related Schedules).

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

In the event that the school closes, the Chief Executive Officer and President will serve as the school's closure agent.

## 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).

### **Public School Choice Campus**

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

### **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 coterminous with the approved Charter, as permitted by law. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the LAUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education’s approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.

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

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

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

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

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

- (i) **Pro Rata Share:** The District shall collect, and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and

- (ii) **Taxes; Assessments:** Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.

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

- (i) **Co-Location:** If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.

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

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

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

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

to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

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

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

**Asbestos Management:** Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

## **INSURANCE**

### **Insurance Requirements**

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

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

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the

Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.

3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment, or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.
5. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy. Whether this coverage is separately issued or included by endorsement to another policy, such coverage shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.
8. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
9. Excess/Umbrella Liability insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies and alternative methods of coverage as approved by the District. Where specifically required above, and with respect to any other coverage for which such endorsements and/or provisions are available, each policy shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.

### **Evidence of Insurance**

Charter School shall furnish to the District's Division of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28th Floor, Los Angeles CA 90017 at the outset of the Charter agreement and within 30 calendar days of the inception or effective date of any new policies, renewals, or changes, certificates of

insurance evidencing such coverage and signed by authorized representatives of the insurance carrier. Certificates shall be endorsed as follows:

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

With respect to the coverages for which additional insured status is required as set forth above, the certificate(s) of insurance shall reflect Los Angeles Unified School District’s and Its Board of Education’s status as named additional insureds thereunder, and shall attach a copy of the endorsement(s) extending such coverage.

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

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

### **Hold Harmless/Indemnification Provision**

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys’ fees, brought by any person or entity whatsoever, arising out of, or relating to, this Charter agreement. Charter School further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys’ fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by Charter School and/or its officers, directors, employees or volunteers. Moreover, Charter School agrees to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School’s vendors, contractors, partners or sponsors.

### **FISCAL MATTERS**

#### **District Oversight Costs**

The District may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School’s revenue, or the District may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

#### **Cash Reserves**

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.

### **Third Party Contracts**

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of, Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including but not limited to licensing and permit requirements as well as requirements related to protection of health and safety.

### **Special Education Revenue Adjustment/Payment for Services**

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

### **Student Body Funds**

Charter School shall supervise and manage any and all student body funds in a manner consistent with the provisions of Education Code sections 48930-48938. Charter School shall include and address student body funds in its financial reports, and ensure that such funds are included and addressed in Charter School's annual audit as a stand-alone item.

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

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

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

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

- Compliance with terms and conditions prescribed in the Charter agreement,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of Charter School's financial information,



- Charter School’s debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- Charter School’s enrollment process,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

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

### **Fiscal Policies and Procedures**

Charter School shall establish, maintain, and implement sound fiscal policies and procedures, including but not limited to internal controls governing all financial and business-related activities.

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

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

### **Local Control and Accountability Plan**

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

## ADDENDUM

### Assurances, Affirmations, and Declarations

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

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(e)(1).)
- Not charge tuition. (Ed. Code § 47605(e)(1).)
- Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status. (Ed. Code § 47605(e)(1); Ed. Code § 220.)
- Except as provided in Education Code section 47605(e)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(e)(1).)<sup>38</sup>
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(e)(2)(A).)<sup>39</sup>
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation, and shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B).)

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<sup>38</sup> This assurance is subject to the terms of the District’s Attendance Boundary State Waiver for Public School Choice for the duration of Charter School’s participation in the District’s Public School Choice program.

<sup>39</sup> This assurance is subject to the terms of the District’s Attendance Boundary State Waiver for Public School Choice for the duration of Charter School’s participation in the District’s Public School Choice program

- Charter school shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. (Ed. Code § 47605(e)(3).)
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School's parents, legal guardians, and teachers regarding the school's educational programs. (Ed. Code § 47605(d)(2).)
- Pursuant to the Public School Choice (PSC) Resolution, Charter School provides the following assurances:
  - Charter School is a not for profit entity.
  - Charter School shall maintain a record of financial solvency and sustainability.
  - Charter School agrees that the student composition at Charter School will be reflective of the student composition at the schools it is intended to relieve (in terms of demographics, including but not limited to race/ethnicity, gender, socio-economic status, English Learners, Standard English Learners, students with disabilities, and foster youth). Charter School shall ensure that ongoing review mechanisms are and remain in place to make sure that retention and student composition at Charter School continues to reflect that of the surrounding community.
  - In accordance with the Attendance Boundary State Waiver for Public School Choice, Charter School agrees to provide first choice attendance to students, including students with disabilities, who reside within the attendance boundary established by the District for the Public School Choice campus. Thereafter, any remaining available seats will be filled with any student who wishes to attend Charter School on the PSC campus pursuant to the requirements of Education Code sections 47605(d)(1) and 47605(d)(2)(B). The District's waiver of sections 47605(d)(1) and 47605(d)(2)(A) from the State Board of Education codifies these requirements.
  - As a PSC charter school, Charter School further agrees that it shall not refuse enrollment to any resident student who wishes to attend the school unless and until the Los Angeles Unified School District, in its sole discretion, has determined that the resident student enrollment exceeds the District's established maximum operational

enrollment capacity for the school. Charter School understands and agrees that the attendance boundary configuration as well as the maximum operational enrollment capacity of the school is determined by and subject to change at the sole discretion of the District.

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

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

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

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

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

apply in order to provide LAUSD the flexibility of offering a program it deems appropriate for the area.

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

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

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

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

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

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

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

### **ACADEMIC CALENDAR AND SCHEDULES**

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

### **MATHEMATICS PLACEMENT**

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

### **TRANSITIONAL KINDERGARTEN**

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

### **WASC ACCREDITATION**

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

## **ENGLISH LEARNERS**

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

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

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

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

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

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

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

## **STUDENTS WITH DISABILITIES**

### **Federal Law Compliance**

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

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

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

### **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 the requirements of 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).

### **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.

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

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

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

All charter schools approved by the LAUSD Board of Education are bound by and must adhere to the terms, conditions and requirements of orders imposed upon the District pertaining to special education. All charter schools are required to use the District’s Special Education Policies and Procedures Manual and Welligent, the District-wide web-based software system used for online Individualized Education Programs (“IEPs”) and tracking of related services provided to students during the course of their education.

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

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

*“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all pupil subgroups served by the charter school, as that term is defined in subdivision (a) of Section 52052. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.” (Ed. Code § 47605(c)(5)(B).)*

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

**MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM**

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

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

**STANDARDIZED TESTING**

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

**PUBLIC SCHOOL CHOICE PERFORMANCE**

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

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

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

#### **Element 4 – Governance**

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

##### **GENERAL PROVISIONS**

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

Charter School shall not be operated as, or be operated by, a for-profit corporation, a for-profit educational management organization, or a for-profit charter management organization. (Ed. Code § 47604.)

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

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

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

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

##### **LEGAL AND POLICY COMPLIANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **RESPONDING TO INQUIRIES**

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

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

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

### **NOTIFICATION OF THE DISTRICT**

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

### **STUDENT RECORDS**

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

including compliance with the Family Educational Rights and Privacy Act (FERPA). Charter School shall comply with the requirements of California Code of Regulations, title 5, section 3024, regarding the transfer of student special education records. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 15. Charter School shall comply with the requirements of Education Code section 49060 et seq., which include provisions regarding rights to access student records and transfer of records for youth in foster care.

### **PARENT ENGAGEMENT**

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

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

### **FEDERAL PROGRAM COMPLIANCE**

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

## **Element 5 – Employee Qualifications**

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

Charter School acknowledges and agrees that all persons are entitled to equal employment opportunity. Charter School shall not discriminate against applicants or employees on the basis of race, color, religion, sex, gender, gender expression, gender identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, genetic information, military and veteran status, or any other

characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including but not limited to recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

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

Charter School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers are appropriately assigned and fully credentialed in accordance with applicable state requirements for certificated employment, including but not limited to the provisions of Education Code section 47605(1). Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

### **Element 6 – Health and Safety Procedures**

*“The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall require all of the following:*

- (i) That each employee of the charter school furnish it with a criminal record summary as described in Section 44237*
- (ii) The development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (J), inclusive, of paragraph (2) of subdivision (a) of Section 32282.*
- (iii) That the school safety plan be reviewed and updated by March 1 of every year by the charter school.” (Ed. Code § 47605(c)(5)(F).)*

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

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

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

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

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

### **Comprehensive School Safety Plan**

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

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

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

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person's employment if employed after the beginning of the school year, in accordance with the requirements of Education Code section 44691.

### **Medication in School**

The Charter School will adhere to Education Code section 49423 regarding administration of medication in school. Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the



storage and use of the epinephrine auto-injector as required by Education Code section 49414 and section 4119.2 of the Business and Professions Code, as they may be amended from time to time.

### **ATHLETIC PROGRAMS**

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

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

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

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

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

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

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

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

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

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

Charter School shall comply with all federal and state legal requirements related to student immunization, health examination, and health screening, including but not limited to screening for vision, hearing, and scoliosis pursuant to Education Code section 49450 et seq, to the same extent as would be required if the students were attending a non-charter public school. Charter School shall maintain student immunization, health examination, and health screening records on file.

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

### **HUMAN TRAFFICKING PREVENTION RESOURCES**

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

### **FEMININE HYGIENE PRODUCTS**

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

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

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

### **CALIFORNIA HEALTHY YOUTH ACT**

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

### **BULLYING PREVENTION**

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

### **LGBTQ RESOURCES TRAINING**

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

### **TRANSPORTATION SAFETY PLAN**

The Charter School shall develop and maintain a transportation safety plan that includes procedures to ensure that a student is not left unattended on a school bus, student activity bus, youth bus, or child care motor vehicle and procedures and standards for designating an adult chaperone, other than the driver, to accompany students on a school activity bus. In addition, the Charter School shall ensure that each school bus, student activity bus, youth bus, or child care motor vehicle is equipped with a child safety alert system that requires the driver to either manually contact or scan the device, thereby prompting the driver to inspect the entirety of the interior of the vehicle before exiting, unless the student activity bus is exempted by law. (Ed. Code § 39831.3; Veh. Code § 28160.)

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

*“The means by which the school will achieve a balance of racial and ethnic pupils, special education pupils, and English learner pupils, including redesignated fluent English proficient pupils, as defined by the evaluation rubrics in Section 52064.5, that is reflective of the general*

***population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” (Ed. Code § 47605(c)(5)(G).)***

### **COURT-ORDERED INTEGRATION**

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

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

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

### **Element 8 – Admission Policies and Procedures**

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

### **DOCUMENTATION OF PUBLIC SCHOOL CHOICE SCHOOL 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 documenting that students who reside within the designated attendance boundary have been offered enrollment in accordance with the terms of the Charter School prior to any other students being accepted for admission. . These records shall be made available to the District upon request.

In accordance with the Attendance Boundary State Waiver for Public School Choice, Charter School agrees to provide first choice attendance to students, including students with disabilities, who reside within the attendance boundary established by the District for the Public School Choice campus. Thereafter, any remaining available seats will be filled with any student who wishes to attend Charter School on the PSC campus pursuant to the requirements of Education Code sections

47605(d)(1) and 47605(d)(2)(B). The District’s waiver of Education Code sections 47605(d)(1) and 47605(d)(2)(A) from the State Board of Education codifies these requirements.

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

### **HOMELESS AND FOSTER YOUTH**

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

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

### **NON-DISCRIMINATION**

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

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

Charter School shall not discourage a student from enrolling or seeking to enroll in the Charter School, nor encourage a current student from disenrolling, for any reason, including, but not limited to, the student's academic performance, nationality, race, ethnicity, or sexual orientation or

because the student is a student with disabilities, academically low achieving, an English learner, neglected or delinquent, homeless, economically disadvantaged, or a foster youth. The Charter School shall not request or require a student's records to be submitted before enrollment. The Charter School shall post on its web site the California Department of Education notice of these requirements and shall provide the notice to parents/guardians or students age 18 and older when the parent/guardian or student inquires about enrollment, before conducting an enrollment lottery, and before disenrollment of a student. (Ed. Code §§ 47605, 47605.6)

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

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

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

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

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

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

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

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

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

ensure compliance with the requirements of section 41020(f)(2), which makes it unlawful, absent an Education Audits Appeal Panel waiver, for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner, having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous years.

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

- 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
  - k.

## **Element 10 – Suspension and Expulsion Procedures**

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

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

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

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

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

*(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational*

***rights holder, and shall inform the pupil, the pupil’s parent or guardian, or the pupil’s educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii).” (Ed. Code § 47605(c)(5)(J).)***

## **GENERAL PROVISIONS**

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

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

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

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

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

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



### **HOMEWORK TO SUSPENDED STUDENTS**

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

### **STUDENTS WITH DISABILITIES**

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

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

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

### **NOTIFICATION OF THE DISTRICT**

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

- Completed "Notification of Charter School Expulsion" [form available from the CSD website or office], including attachments as required on the form
- Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that Charter School's policies and procedures were followed
- Copy of parental notice of expulsion hearing

- Copy of expulsion notice provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment
- If the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA including the Expulsion Analysis page of the pre-expulsion IEP
- If the student is eligible for Section 504 accommodations, documentation that Charter School conducted a Link Determination meeting to address two questions:
  - A. Was the misconduct caused by, or directly and substantially related to the student's disability?
  - B. Was the misconduct a direct result of Charter School's failure to implement Section 504 Plan?

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

### **OUTCOME DATA**

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

### **REHABILITATION PLANS**

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

### **READMISSION**

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

related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.

### **REINSTATEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **GENERAL PROVISIONS**

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

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

**PROPOSITION 39 DISPUTES**

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

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

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

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

Cristina de Jesus  
Ánimo Legacy Charter Middle School  
1149 South Hill Street, Suite 600  
Los Angeles, CA 90015

- 2) A written response (“Written Response”) shall be tendered to the other party within fifteen (15) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been resolved by mutual agreement from the Written Response, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.

- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, and conclude within forty (40) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 5) If the mediation is not successful, either party may then initiate a civil action. Venue for any civil action between the parties shall be the Los Angeles County Superior Court.

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

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

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

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

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

Cristina de Jesus  
Ánimo Legacy Charter Middle School  
1149 South Hill Street, Suite 600  
Los Angeles, CA 90015

- 2) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification or other date as

determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.

- 3) If the Dispute has not been otherwise resolved by mutual agreement, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 5) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.

#### **Element 15 – Charter School Closure Procedures**

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

#### **PUBLIC SCHOOL CHOICE CLOSURE**

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

## **REVOCAION OF THE CHARTER**

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

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

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

Pursuant to Education Code section 47607.3, a charter school identified for needing assistance and provided advice and assistance from the California Collaborative for Educational Excellence based on failure to satisfy state evaluation rubrics may be subject to revocation.

## **CLOSURE ACTION**

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

## **CLOSURE PROCEDURES**

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



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

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

### **Notification of Closure Action**

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

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

Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.

8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

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

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

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

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

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

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

Notification of employees and vendors shall include:

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

3. The date and manner, which shall be no later than 30 days from the effective date of the closure of Charter School, by which Charter School shall provide employees with written verification of employment

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

### **Records Retention and Transfer**

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

1. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.
4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).
7. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure.

Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.

8. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
9. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

### *Financial Close-Out*

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

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

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

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

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

will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

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

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

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

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

#### *Disposition of Liabilities and Assets*

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

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

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

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

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

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

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

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

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

## **Additional Provisions**

### **FACILITIES**

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

### **Public School Choice Campus**

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

### **District-Owned Facilities**

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

The circumstances of Charter School’s occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation.

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

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

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

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

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



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

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

Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall

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

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

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

Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

## **INSURANCE**

### **Insurance Requirements**

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

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

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment, or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.
5. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy. Whether this coverage is separately issued or included by endorsement to another policy, such coverage shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.

8. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
9. Excess/Umbrella Liability insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies and alternative methods of coverage as approved by the District. Where specifically required above, and with respect to any other coverage for which such endorsements and/or provisions are available, each policy shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.

### **Evidence of Insurance**

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

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

With respect to the coverages for which additional insured status is required as set forth above, the certificate(s) of insurance shall reflect Los Angeles Unified School District's and Its Board of Education's status as named additional insureds thereunder, and shall attach a copy of the endorsement(s) extending such coverage.

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

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

### **Hold Harmless/Indemnification Provision**

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members,

officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever, arising out of, or relating to, this Charter agreement. Charter School further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by Charter School and/or its officers, directors, employees or volunteers. Moreover, Charter School agrees to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors.

## **FISCAL MATTERS**

### **District Oversight Costs**

The District may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School's revenue, or the District may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

### **Cash Reserves**

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.

### **Third Party Contracts**

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of, Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including but not limited to licensing and permit requirements as well as requirements related to protection of health and safety.

### **Special Education Revenue Adjustment/Payment for Services**

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further

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

#### Student Body Funds

Charter School shall supervise and manage any and all student body funds in a manner consistent with the provisions of Education Code sections 48930-48938. Charter School shall include and address student body funds in its financial reports, and ensure that such funds are included and addressed in Charter School's annual audit as a stand-alone item.

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

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

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

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

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

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

### **Fiscal Policies and Procedures**

Charter School shall establish, maintain, and implement sound fiscal policies and procedures, including but not limited to internal controls governing all financial and business-related activities.

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

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

### **Local Control and Accountability Plan**

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