

AGENDA

LOS ANGELES COUNTY BOARD OF EDUCATION

9300 Imperial Highway, Downey, CA 90242

Phone (562) 922-6128 Fax (562) 469-4399

Board Member Remote Participation:

- **Dr. Monte Perez**, East Los Angeles Community College, Administrative Building - G-314, 1301 Avenida Cesar Chavez, Monterey Park, CA 91754

TO LISTEN BY TELEPHONE: (669) 900-9128

Meeting ID: 822 2518 9839

Passcode: 241814

TO LISTEN TO THE AUDIO STREAM ONLINE: <https://tinyurl.com/LACOEBoardMeeting>

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No. 24: 2023-2024

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Board Meeting

April 2, 2024

3:00 p.m.

I. PRELIMINARY ACTIVITIES – 3:00 p.m.

- Dr. Johnson
 - Mrs. Foggy-Paxton
 - Dr. Duardo
 - Dr. Johnson
- A. Call to Order
 - B. Pledge of Allegiance
 - C. Ordering of the Agenda
 - D. Approval of the Minutes
 - 1. March 19, 2024

II. COMMUNICATIONS: BOARD OF EDUCATION / SUPERINTENDENT / ASSOCIATIONS / PUBLIC

III. PRESENTATIONS (None)

IV. HEARINGS

- Ms. Andrade
- A. Request for a Material Revision to the Charter of *Russell Westbrook Why Not? High School, Grades 9-12 (Enclosure)*

V. REPORTS / STUDY TOPICS (None)

VI. CONSENT CALENDAR RECOMMENDATIONS

- A. Acceptance of Project Funds No. 78
- B. Acceptance of Project Funds No. 79

VII. RECOMMENDATIONS

- Ms. Andrade
- A. Approval of First Reading on Board Policy (BP) 0460 (Local Control and Accountability Plan), BP 6146.1 (High School Graduation Requirements), BP 6146.4 (Differential Graduation and Competency Standards for Students with Disabilities), BP 5116.2 (Involuntary Student Transfers), BP 3400 (Management of LACOE Assets/Accounts), BP 3311 (Bids), BP 3311.1 (Uniform Public Construction Cost Accounting Procedures), BP 5131.2 (Bullying) and Board Bylaw (BB) 9321 (Closed Session) (Enclosure)

VIII. INFORMATIONAL ITEMS

Dr. Duardo
Dr. Duardo

- A. Governmental Relations
- B. Los Angeles County Board of Education Meeting Schedule, Establishment of Meeting Times, Future Agenda Items, Follow up

IX. INTERDISTRICT AND EXPULSION APPEAL HEARINGS (None)

Dr. Johnson

X. ADJOURNMENT

MINUTES
LOS ANGELES COUNTY BOARD OF EDUCATION
9300 Imperial Highway
Downey, California 90242-2890
Tuesday, March 19, 2024

A meeting of the Los Angeles County Board of Education was held on Tuesday, March 19, 2024 at the Los Angeles County Office of Education Board Room.

PRESENT: Dr. Yvonne Chan, Mr. James Cross, Mrs. Andrea Foggy-Paxton, Ms. Betty Forrester, Dr. Stanley L. Johnson, Jr, Dr. Theresa Montaña, and Dr. Monte E. Perez; Student Board Members: Ms. Jimena* and Ms. Jocelyn (*remote)

OTHERS PRESENT: Dr. Debra Duardo, Superintendent; Administrative Staff: Ms. Beatrice Robles, Principal Executive Assistant, Office of the Superintendent.

STUDY SESSION: A Study Session regarding Los Padrinos Juvenile Court School was presented. Dr. Maricela Ramirez and team provided the report to the County Board.

The County Board had questions related to this item.

The following individuals addressed the county Board during Public Communications: Mr. David Olivares and Ms. Florence Avognon.

PRELIMINARY ACTIVITIES

CALL TO ORDER

Dr. Chan called the meeting to order at 3:48 p.m.

Dr. Chan read the LACOE Land Acknowledgement.

PLEDGE OF ALLEGIANCE

Mr. Cross lead the Pledge of Allegiance.

ORDERING OF THE AGENDA

Dr. Duardo indicated that there were no changes to the Board Agenda.

It was **MOVED** by Dr. Montaña, **SECONDED** by Mr. Cross, and **CARRIED** to approve the Board agenda as presented.

***Yes vote:** Ms. Jimena, Ms. Jocelyn, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Johnson, Dr. Montaña, Dr. Perez, and Dr. Chan.*

APPROVAL OF THE MINUTES -

- March 12, 2024 – *The minutes were approved as presented.*

It was **MOVED** by Mr. Cross, **SECONDED** by Ms. Forrester, and **CARRIED** to approve the March 12, 2024 minutes as presented.

Yes vote: Ms. Jimena, Ms. Jocelyn, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Johnson, Dr. Montañño, and Dr. Chan.

Abstained: Dr. Perez

COMMUNICATIONS: BOARD / SUPERINTENDENT

Ms. Jimena reported that she attended the ECEvolution Conference on Saturday, March 17, 2024. She said it was a great conference and she was happy to see all the work that is being done.

Dr. Montañño announced that she was elected to the California Latino School Board Association Board of Directors.

Dr. Montañño said she attended the ACSA's Lead with Pride Summit. She said it was great to see administrators and superintendents come together and how they are connected.

Dr. Perez said he attended the CSBA Legislative Committee meeting last week with legislative bills that LACOE supports. He said one of the bills mentioned that was not on the report was SB 1380 related to charter schools. Dr. Perez provided a summary of the bill and said he wanted to bring the bill to everyone's attention. He also indicated that CSBA supports the bill and would like COEs and districts to support.

Dr. Chan said she attended the ECEvolution, which she described as a great conference with high energy, creativity, ideal Early Ed programming, and plenty of networking opportunities. Dr. Chan also said that she and Mr. Cross are attending the California Charter Schools Association conference in Long Beach and that she was inspired by the opening ceremony with 50 students from Garbrielino High School.

Dr. Duardo provided the following highlights to the County Board:

Migrant Education Program Annual Speech and Debate Tournament

- The Migrant Education Program unit hosted the Annual Regional Speech and Debate Tournament for 77 grades 6-12 students on March 16th at the Educational Center West Conference Center.
- Students competed in English or Spanish, and the first-place winners for each category will advance to the state competition.
- Special thank you to Ms. Vibiana Andrade, LACOE General Counsel and Dr. Ramiro Rubalcaba, Superintendent of Los Nietos SD for serving as judges.

Upcoming Cyber Tech Talk – April 18

- LACOE Tech Services will host a Cybersecurity Tech Talk on April 18, 2024, in Glendale.
- This event will cover best practices, incident response planning, and current cybersecurity threats to educational institutions.
- Featured will be a keynote from an FBI expert and hands-on exercises by Technology Services to enhance your defense and response strategies against cyber attacks.

- Attendees will be professionals from TK-12 schools, community colleges, and COEs.

District 2 Event

- Dr. Duardo said that she served as a facilitator this past Saturday at an event: Breaking the school pipeline and the discussion was around what we can do early on for disparities. She said there is a lot of good work happening with Holly Mitchell's office.

ECEvolution – 3-day Event

Dr. Duardo said she attended and provided welcome and opening remarks at the ECEvolution event last week – Day 1 (Administrators Day). She also served as a panelist during the event.

COMMUNICATIONS: PUBLIC

The following individuals addressed the County Board: Mr. Tochtli Sanchez and Mr. Tye.

PRESENTATIONS

RECOGNITION OF THE 2023-24 VISUAL AND PERFORMING ARTS COMPETITION AND EVENTS

The County Board and Superintendent recognized the 2023-24 Visual and Performing Arts program and student participation in the Poetry Out Loud event. Ms. Jeannine Flores, Arts and Steam Coordinator provided a presentation to the County Board, including video of winning student, Benjamin Hays, a senior at Crescenta Valley High School in Glendale. Archer School for Girls in Los Angeles. Ms. Flores indicated that students competed in the regional Poetry Out Loud competition on February 1, 2024.

Ms. Flores also recognized March as Arts Education Month and the passing of Proposition 28 (Arts and Music in Schools Funding and Accountability Act was approved by voters.)

The County Board thanked Ms. Jeannine Flores and team for their presentation and especially the video, which are inspiring and encouraging to see. Dr. Chan congratulated all students, families and educators who have given their time and talent to participate and support in these LACOE programs and events

Dr. Montaña left the dais: 4:28-4:43 p.m.

HEARINGS (None)

REPORTS / STUDY TOPICS

JUVENILE COURT SCHOOLS REPORT

Dr. Maricela Ramirez introduced Mr. Jim Anderson, SELPA Director III for Educational Programs, who provided the report to the County Board. The report provided data regarding enrollment, transition and aftercare support, special education, and parent engagement. In addition, this report includes a summary of the February 2024 Department of Justice (DOJ) Student Attendance and Enrollment Reports (SAER) for Los Padrinos Juvenile Hall and Barry J. Nidorf SYTF facility.

The County Board did not have questions regarding this item.

CONSENT CALENDAR RECOMMENDATIONS

ADOPTION OF BOARD RESOLUTION NO. 40: DECLARING APRIL AS “SEXUAL ASSAULT AWARENESS MONTH” AND APRIL 24, 2024 AS “DENIM DAY” AT THE LOS ANGELES COUNTY OFFICE OF EDUCATION

The Superintendent recommended that the County Board approve Board Resolution No. 40.

ADOPTION OF BOARD RESOLUTION NO. 41: RECOGNIZING DOLORES HUERTA DAY ON APRIL 10, 2024

The Superintendent recommended that the County Board approve Board Resolution No. 41.

ADOPTION OF BOARD RESOLUTION NO. 42: RECOGNIZING ARMENIAN GENOCIDE REMEMBRANCE DAY ON APRIL 24, 2024

The Superintendent recommended that the County Board approve Board Resolution No. 42.

ADOPTION OF BOARD RESOLUTION NO. 43: RECOGNIZING NATIONAL CHILD ABUSE PREVENTION MONTH, APRIL 2024

The Superintendent recommended that the County Board approve Board Resolution No. 43.

ADOPTION OF BOARD RESOLUTION NO. 44: RECOGNIZING EARTH DAY AS APRIL 22, 2024

The Superintendent recommended that the County Board approve Board Resolution No. 44.

ADOPTION OF BOARD RESOLUTION NO. 45: RECOGNIZING NATIONAL ARAB AMERICAN HERITAGE MONTH, APRIL 2024

The Superintendent recommended that the County Board approve Board Resolution No. 45.

ADOPTION OF BOARD RESOLUTION NO. 46: TO ESTABLISH THE MONTH OF APRIL 2024 AS PUBLIC SCHOOLS MONTH

The Superintendent recommended that the County Board approve Board Resolution No. 46.

ACCEPTANCE OF PROJECT FUNDS NO. 77

The Superintendent recommended that the County Board approve the Acceptance of Project Funds No. 77.

RECOMMENDATIONS

APPROVAL OF HEAD START/EARLY HEAD START 2024-25 CONSOLIDATED FUNDING APPLICATION WITH ATTACHED STAFF REPORT

The Superintendent recommended that the County Board approve the Head Start 2024-25 Consolidated Funding Application.

Dr. Maricela Ramirez and team provided the report to the County Board.

It was **MOVED** by Ms. Forrester, **SECONDED** by Mr. Cross, and **CARRIED** to approve the Head Start / Early Head Start 2024-25 Consolidated Funding Application.

The County Board had questions regarding this item.

There were no Public Speakers.

***Yes vote:** Ms. Jimena, Ms. Jocelyn, Mr. Cross, Ms. Foggy-Paxton, Ms. Forrester, Dr. Johnson, Ms. Montaña, Dr. Perez, and Dr. Chan.*

APPROVAL OF 2022-23 ANNUAL REPORT OF PERFORMANCE DATA FOR LACOE-OPERATED EDUCATIONAL PROGRAMS

The Superintendent recommended that the County Board approve the 2022-23 Annual Report of Performance Data for LACOE-Operated Educational Programs.

It was **MOVED** by Dr. Perez, **SECONDED** by Mr. Cross, and **CARRIED** to approve the 2022-23 Annual Report of Performance Data for LACOE-Operated Educational Programs.

The County Board had questions regarding this item.

There were no Public Speakers.

***Yes vote:** Ms. Jimena, Ms. Jocelyn, Mr. Cross, Ms. Foggy-Paxton, Ms. Forrester, Dr. Johnson, Ms. Montaña, Dr. Perez, and Dr. Chan.*

LOS ANGELES COUNTY BOARD OF EDUCATION DISCUSSION AND APPROVAL OF CALIFORNIA COUNTY BOARD OF EDUCATION (CCBE) TRANSITION LETTER TO CALIFORNIA SCHOOLS BOARDS ASSOCIATION (CSBA)

The Board President lead a discussion and took action regarding California County Board of Education Transition Letter to CSBA.

It was **MOVED** by Mr. Cross, **SECONDED** by Dr. Johnson, and **CARRIED** to take action and approve of CSBA Transition Letter to CSBA.

The County Board had a discussion regarding this item.

There were no Public Speakers.

***Yes vote:** Ms. Jimena, Ms. Jocelyn, Mr. Cross, Ms. Foggy-Paxton, Ms. Forrester, Dr. Johnson, Ms. Montaña, Dr. Perez, and Dr. Chan.*

ADOPTION OF THE AB 922 LOS ANGELES COUNTY TRIENNIAL PLAN FOR EXPELLED STUDENTS 2024

The Superintendent recommended that the County Board adopt the AB 922 Los Angeles County Triennial Plan for Expelled Students for 2024.

It was **MOVED** by Mr. Cross, **SECONDED** by Ms. Forrester, and **CARRIED** to adopt the AB 922 Los Angeles County Triennial Plan for Expelled Students for 2024.

The County Board did not have questions regarding this item.

There were no Public Speakers.

Yes vote: Ms. Jimena, Ms. Jocelyn, Mr. Cross, Ms. Foggy-Paxton, Ms. Forrester, Dr. Johnson, Ms. Montaña, Dr. Perez, and Dr. Chan.

APPROVAL OF POSITION RECOMMENDATION REPORT PRR 2.0 – MARCH 2024

The Superintendent recommended that the County Board approve the Position Recommendation Report 2.0 for March 2024.

The County Board had a discussion on this item.

- Dr. Montaña asked that **AB 2251** be pulled – (Connolly) *Graduation requirements: local requirements: exemptions.*
- Dr. Perez asked that **SB 1380** be pulled – (Dodd) *Charter schools: establishment.*

It was **MOVED** by Dr. Johnson, **SECONDED** by Mr. Cross, and **CARRIED** to approve the Position Recommendation Report 2.0 for March 2024, with the exception of AB 2251 and SB 1380.

There were no Public Speakers.

Yes vote: Ms. Jimena, Ms. Jocelyn, Mr. Cross, Ms. Foggy-Paxton, Ms. Forrester, Dr. Johnson, Ms. Montaña, Dr. Perez, and Dr. Chan.

INFORMATIONAL ITEMS

GOVERNMENTAL RELATIONS

Ms. Pamela Gibbs, Director of Governmental Relations provided an update to the County Board.

LOS ANGELES COUNTY BOARD OF EDUCATION MEETING SCHEDULE, ESTABLISHMENT OF MEETING TIMES, FUTURE AGENDA ITEMS, AND BOARD FOLLOW UP

Dr. Duardo indicated that the next Board meeting would be on April 2, 2024.

LOS ANGELES COUNTY BOARD OF EDUCATION'S DECISION ON INTERDISTRICT ATTENDANCE APPEALS (None)

ADJOURNMENT

It was **MOVED** by Mr. Cross, **SECONDED** by Dr. Perez, and **CARRIED** to adjourn the Board meeting.

Yes vote: Ms. Jimena, Ms. Jocelyn, Mr. Cross, Mrs. Foggy-Paxton, Ms. Forrester, Dr. Johnson, Dr. Montañó, Dr. Perez, and Dr. Chan.

The meeting adjourned at 6:02 p.m.

Board Meeting – April 2, 2024

Item IV. Hearings

- A. Request for a Material Revision to the Charter of *Russell Westbrook Why Not? High School, Grades 9-12* (Enclosure)

Education Code section 47605(b) provides that no later than 60 days after receiving a request for a material revision to the charter, the Los Angeles County Board of Education (County Board) shall hold a public hearing on the proposed material revision to the charter of the Russell Westbrook Why Not? High School to:

- (1) Change the name from Russell Westbrook Why Not? High School to Westbrook Academy.
- (2) Add grade levels 6-8 and revise language in the petition to update the educational program to include these grade levels.
- (3) Change the site location to a new facility at 2310 & 2340 South Firestone Boulevard, South Gate, California 90280.
- (4) Revise language in the petition to conform to recent changes in law.



WESTBROOK HIGH SCHOOL

Operated by LA Promise Fund

March 8, 2024

Los Angeles County Office of Education
c/o Dr. Debra Duardo
12830 Columbia Way
Downey, CA 90242

Dear Dr. Duardo,

On behalf of the Schools Committee of LA Promise Fund, I respectfully request a material revision to Russell Westbrook Why Not? High School (RWWNHS), so that we may do the following starting July 1, 2024:

1. Change the name from Russell Westbrook Why Not? High School to Westbrook Academy
2. Update the educational program to include grades 6th through 8th
3. Update the facility address to 2310 & 2340 S. Firestone Blvd, South Gate, CA 90280
4. Provide a reasonably comprehensive description of any new requirement of law since the last material revision was approved

On February 28, 2024, our Schools Committee approved the material revision submission and approved by our LA Promise Fund Governing Board on March 7, 2024, which includes the name change, new facility address, addition of grades 6th through 8th to the educational program, information on the expanded community and students we will serve and updates to any new requirement of law since RWWNHS was last renewed.

The school will open on August 14, 2024. We seek to work with your team on the review and ultimate LACBOE approval of this material revision as expeditiously as possible so that we can meet this timeline. If possible, we would like to present at an April board meeting.

Thank you for your years of partnership. Please contact me with any questions at 213-745-4928 x5123 or lilianav@lapromisefund.org.

Sincerely,

Liliana Vasquez
Chief Operations Officer

Cc: Indra Ciccarelli
Jeff Hartman

"Developing Academic Achievers, Athletes, and Activists"

A WASC-Accredited School

4210 E. Gage Ave. | Bell, CA 90201 – 9th-12th Grade
www.russellwestbrookwhynoths.org

LEASE AGREEMENT

by and between

**LA PROMISE FUND FACILITY LLC
(THE “LESSOR”)**

And

**LA PROMISE FUND
(THE “LESSEE”)**

Dated as of December 1, 2021

relating to

**CALIFORNIA SCHOOL FINANCE AUTHORITY
CHARTER SCHOOL REVENUE BONDS
(RUSSELL WESTBROOK WHY NOT? ACADEMY – OBLIGATED GROUP)
SERIES 2021A (TAX-EXEMPT)**

and

**CALIFORNIA SCHOOL FINANCE AUTHORITY
CHARTER SCHOOL REVENUE BONDS
(RUSSELL WESTBROOK WHY NOT? ACADEMY – OBLIGATED GROUP)
SERIES 2021B (TAXABLE)**

(THE “BONDS”)

and regarding

**CERTAIN PROPERTY DESCRIBED IN EXHIBIT A FOR OPERATIONS OF RUSSELL
WESTBROOK WHY NOT? MIDDLE SCHOOL AND RUSSELL WESTBROOK WHY
NOT? HIGH SCHOOL (TERM ENDING JUNE 30, 2025)**

Certain of the rights, title and interest of the Lessor in and to this Lease Agreement are being assigned to the California School Finance Authority (the “Authority”) to secure the Lessor’s obligations under the Loan Agreement (as defined herein), and by the Authority to Wilmington Trust, National Association, as trustee under the Indenture (as defined herein), as security for the Bonds.

TABLE OF CONTENTS

ARTICLE 1 BASIC LEASE TERMS	2
1.1 Effective Date	2
1.2 The Lessor	2
1.3 The Lessee	2
1.4 The Site	2
1.5 Term (Article 4)	2
1.6 Rent (Article 5)	3
1.7 Use (Article 6)	3
1.8 The Lessor's Broker	3
1.9 The Lessor's Initial Address for Notices	3
1.10 The Lessee's Initial Address for Notices	3
1.11 The Trustee's Initial Address for Notices	3
1.12 Exhibits	3
ARTICLE 2 CERTAIN DEFINITIONS	3
ARTICLE 3 SQUARE FOOTAGE	10
3.1 Rent Independent of Actual Square Footage	10
ARTICLE 4 TERM AND POSSESSION	11
4.1 Term	11
4.2 Options to Terminate	11
4.3 Condition of the Facilities and Site	11
4.4 Entry on the Facilities and the Site	11
4.5 Surrender of Possession	12
4.6 No Implied Termination	12
4.7 No Holding Over	12
4.8 Charter	12
4.9 Books and Records	12
ARTICLE 5 BASE RENT AND OTHER PAYMENTS	12
5.1 Base Rent	12
5.2 Additional Rent	13
5.3 Extraordinary Monthly Rent	13
5.4 Pledge of Gross Revenues	13
5.5 Additional Payments	13
5.6 Partial Payments of Rent	13
5.7 Late Charges	13
5.8 Personal Property Taxes	14
5.9 Budgeting Rent	14
5.10 Source of Payments	14
5.11 Covenant to Replenish Reserve Account; Funding of Repair and Replacement Requirement	14
ARTICLE 6 USE OF FACILITIES AND SITE	15
6.1 Use	15
6.2 Compliance with Laws	15
ARTICLE 7 MORTGAGES, INDENTURE, LOAN AGREEMENT, CONTINUING DISCLOSURE AGREEMENT AND TAX CERTIFICATE	15

7.1 Mortgages	15
7.2 The Lessee's Performance under the Indenture and the Loan Agreement	15
7.3 Continuing Disclosure Agreement; Additional Disclosures	15
7.4 Tax Certificate and Tax Covenants.....	16
ARTICLE 8 FURTHER ACTION.....	16
8.1 The Lessee's Consent Required for Further Action.....	16
ARTICLE 9 REPRESENTATIONS AND WARRANTIES.....	17
9.1 Representations of the Lessor and the Lessee.....	17
9.2 Additional Representations and Warranties of the Lessee	17
ARTICLE 10 HAZARDOUS SUBSTANCES	18
10.1 Prohibition on Use	18
10.2 Emissions	18
10.3 Storage	18
10.4 Indemnification by the Lessee	18
10.5 Indemnification by the Lessor	18
10.6 Information	19
10.7 Compliance with Law	19
ARTICLE 11 DISPOSAL OF WASTE	19
11.1 Refuse Disposal	19
11.2 Sewage Disposal	19
11.3 Disposal of Other Waste	19
ARTICLE 12 SERVICES AND UTILITIES	20
12.1 Limitation of the Lessor's Liability	20
ARTICLE 13 REPAIRS AND MAINTENANCE	20
13.1 Structural Maintenance and Repairs	20
13.2 ADA, Seismic and Structural Work.....	20
13.3 The Lessee's Additional Obligations.....	20
13.4 Repairs and Alterations Necessitated by the Lessee's Acts.....	20
13.5 Certain Rights of the Lessor	21
ARTICLE 14 CONSTRUCTION, ALTERATIONS, ADDITIONS OR IMPROVEMENTS ...	21
14.1 By the Lessor	21
14.2 By the Lessee	21
14.3 Indemnification	21
14.4 No Removal of Lessee Improvements and Fixtures	21
14.5 Removal of Trade Fixtures and Personal Property	22
ARTICLE 15 INSURANCE	22
15.1 Insurance Coverage.....	22
15.2 Insurance Consultant Review	22
15.3 Insurance Policy Requirements	22
15.4 Applications for Relief.....	22
15.5 Notice of Cancellation	23
15.6 Waiver of Subrogation.....	23
ARTICLE 16 INDEMNIFICATION	23
16.1 By the Lessee	23
16.2 Regarding the Lessor	23
16.3 Indemnification of Authority and Trustee; Acknowledgement of Joint and Several Obligation.....	23
ARTICLE 17 DAMAGE OR DESTRUCTION.....	24

17.1 Master Trust Indenture Controlling	24
ARTICLE 18 CONDEMNATION	24
18.1 Eminent Domain	24
18.2 Lease Agreement Continues	24
ARTICLE 19 CERTAIN FINANCIAL COVENANTS.....	24
19.1 Payment Coverage Ratio	24
19.2 Consolidated Days Cash on Hand Requirement.....	25
19.3 Limitation on Liens on Gross School Revenues.....	25
19.4 Limitations on Obligated Group School Indebtedness	25
19.5 Use of Public Moneys.....	26
19.6 Use of Intercept Moneys.....	26
19.7 Subordination of Support Office Management Fees	26
19.8 Independent Consultants.....	26
ARTICLE 20 ASSIGNMENT AND SUBLETTING.....	27
20.1 Assignment by the Lessee.....	27
20.2 Assignment by the Lessor.....	28
ARTICLE 21 DEFAULT	28
21.1 Default.	28
ARTICLE 22 REMEDIES IN DEFAULT	29
22.1 Liability of the Lessee.....	29
22.2 Liability of the Lessor.....	30
ARTICLE 23 SUBORDINATION.....	30
23.1 Delivery of Subordination Documents.....	30
23.2 Subordination	30
23.3 Lease Is Subject to Mortgages.....	30
ARTICLE 24 NOTICE	31
24.1 Means and Timing.....	31
24.2 The Trustee.....	31
ARTICLE 25 WAIVER	31
25.1 Effect of Waiver, Consent or Approval.....	31
ARTICLE 26 GOVERNMENT ENERGY OR UTILITY CONTROLS	31
26.1 Restrictions on Use or Consumption	31
ARTICLE 27 ADDITIONAL COVENANTS.....	31
27.1 Additional Covenants	31
ARTICLE 28 MISCELLANEOUS PROVISIONS	32
28.1 The Lessor's Consent	32
28.2 The Lessee's Consent.....	32
28.3 The Lessor's Successors.....	32
28.4 Interpretation	32
28.5 Addenda	33
28.6 Survival of Lessor's Representations and Warranties.....	33
28.7 Survival of Lessee's Representations and Warranties.....	33
28.8 Attorneys' Fees.....	33
28.9 Consent.....	33
28.10 Third-Party Beneficiaries	33
28.11 Estoppel.....	33
28.12 Counterparts	34
28.13 Cumulative Remedies	34

28.14 Delay in Enforcement	34
28.15 Inability to Perform.....	34
28.16 Headings, Captions and Titles	34
28.17 Plats and Riders.	34
28.18 Prior Agreements	34
28.19 Severability	34
28.20 Successors and Assigns.	34
28.21 Traffic Control	34

EXHIBIT A LEGAL DESCRIPTION OF PROJECT SITE

EXHIBIT B SCHEDULE OF BASE RENT PAYMENTS

LEASE AGREEMENT

THIS LEASE AGREEMENT, dated as of December 1, 2021 (this “**Lease Agreement**”), by and between **LA PROMISE FUND FACILITY LLC**, a limited liability company (the “**Lessor**”), organized and existing under the laws of the State of California (the “**State**”), and **LA PROMISE FUND**, a nonprofit public benefit corporation (the “**Lessee**”), organized and existing under the laws of the State, is made under the circumstances summarized in the following recitals (the capitalized terms not otherwise defined in this preamble or the Recitals are defined in Article 2 of this Lease Agreement). Lessee is entering into this Lease to provide for the use and occupancy of the Premises (as defined below) by Russell Westbrook Why Not? Middle School (CDS Code 19-10199-0134361) and Russell Westbrook Why Not? High School, CDS Code 19-10199-0135582, California public charter schools operated by Lessee pursuant to charter petitions approved by the Los Angeles County Board of Education. The Charter Schools will be sharing the Site and Facilities.

RECITALS

WHEREAS, the California School Finance Authority (the “**Authority**”) is a public instrumentality of the State of California created pursuant to provisions of the California School Finance Authority Act (constituting Chapter 18 (commencing with 17170) of Part 10 of Division 1 of Title 1 of the Education Code of the State of California (the “**Act**”) and is authorized to issue bonds and loan the proceeds thereof for purposes of financing or refinancing the acquisition, construction, expansion, remodeling, renovation, improvement, furnishing and equipping of educational facilities (as defined in the Act) to a participating party (as defined in the Act), including an entity that undertakes the financing or refinancing of a project (as defined in the Act) pursuant to the Act in conjunction with schools (“**charter schools**”) established pursuant to the Charter Schools Act of 1992, as amended (constituting Part 26.8 of Division 4 of Title 2 of the Education Code) (the “**Charter School Law**”); and

WHEREAS, the Lessor was established for the purpose of assisting the Lessee, an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “**Code**”), in connection with the financing of (a) the acquisition of property located at 2340 and 2310 Firestone Boulevard, South Gate, California and the existing improvements thereon (the “**Property**”); (b) the acquisition and development of the Property with a charter school facility and related facilities, infrastructure, appurtenances and rights (the “**Facilities**”, and together with the Property, the “**Project**”); and

WHEREAS, the Lessor has entered into the Master Trust Indenture (as herein defined); and

WHEREAS, the Lessee operates Russell Westbrook Why Not? Middle School (CDS Code 19-10199-0134361) and Russell Westbrook Why Not? High School (CDS Code 19-10199-0135582) (individually a “**Charter School**”, together “**Charter Schools**”), in accordance with the provisions of Section 47604(a) of the California Education Code and pursuant to a charter authorized by Los Angeles County Board of Education; and

WHEREAS, the Lessor and the Lessee desire that the Lessor lease the Project to the Lessee, to be operated by the Lessee as the Charter Schools at the site described in Exhibit A to this Lease Agreement (the “**Site**”), that will be owned by the Lessor, the sole member of which is the Lessee,

being the occupant of the Project; and

WHEREAS, concurrently with the execution of this Lease Agreement, the Lessor will borrow money from the Authority under the Loan Agreement, dated as of December 1, 2021 (the “**Loan Agreement**”), by and between the Authority, as lender, and the Lessor, as borrower, with the borrowed money being derived by the Authority from the issuance and sale of bonds authorized under the Indenture, dated as of December 1, 2020 (the “**Indenture**”), by and between the Authority and Wilmington Trust, National Association, as trustee (the “**Trustee**”), designated as “California School Finance Authority Charter School Revenue Bonds (Russell Westbrook Why Not? Academy – Obligated Group), Series 2020A (Tax-Exempt)” (the “**Tax-Exempt Bonds**”), and “California School Finance Authority Charter School Revenue Bonds (Russell Westbrook Why Not? Academy – Obligated Group), Series 2020B (Taxable)” (collectively with the Tax-Exempt Bonds, the “**Bonds**”); and

WHEREAS, the Loan Agreement specifies the terms and conditions of the loan made pursuant to the Loan Agreement (the “**Loan**”) to provide for the financing of the Project and the payment to the Authority of amounts sufficient for the payment of the principal of, redemption price and interest on the Bonds, and certain related expenses; and

WHEREAS, under this Lease Agreement, the Lessor and the Lessee desire to provide for the payment by the Lessee, from legally available Gross Revenues, of Base Rent and Additional Rent for and in consideration of the Lessee’s lease of the Project that are sufficient in time and amount to provide for the full and timely satisfaction of all obligations of the Lessor with respect to the Loan and, thereby, of the Authority with respect to the Bonds under the Indenture; and

WHEREAS, under the Loan Agreement and the Mortgages (as defined in the Master Trust Indenture), all rights of the Lessor under this Lease Agreement, including, without limitation, the Lessor’s right to receive the rental payments and additional payments payable by or on behalf of the Lessee under this Lease Agreement and any remedies or remedial actions the Lessor may be entitled to under this Lease Agreement, are assigned by the Lessor to the Authority as security for the payment, performance and observance of the obligations of the Lessor under the Loan Agreement; and

WHEREAS, for and in consideration of the Loan, the Lessor agrees, among other things, to make the payments required to be made under the Loan Agreement, which are sufficient to pay the principal of and premium, if any, and interest on the Bonds; and

WHEREAS, the payment and other obligations of the Lessor under and pursuant to the terms of the Loan Agreement are intended to be funded primarily and to the extent necessary by payments to be made by the Lessee under this Lease Agreement, as provided in this Lease Agreement; and

WHEREAS, the Lessor and the Lessee have each duly authorized the execution, delivery and performance of this Lease Agreement;

NOW THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained in this Lease Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Lessor and the Lessee do hereby agree as follows:

ARTICLE 1 BASIC LEASE TERMS

1.1 Effective Date. December 1, 2021.

1.2 The Lessor. LA Promise Fund Facility LLC, a California limited liability company, the Sole Member of which is the Lessee. The Lessor is the Borrower under the Loan Agreement.

1.3 The Lessee. LA Promise Fund, a California nonprofit public benefit corporation duly organized and existing under the laws of the State, and any other lessee of the Project while the Loan is outstanding.

1.4 The Site. As described in Exhibit A, attached hereto.

1.5 Term (Article 4). From the Commencement Date, through the Termination Date.

(a) Commencement Date. July 1, 2024.

(b) Termination Date. The Termination Date of this Lease Agreement shall be June 30, 2025.

1.6 Rent (Article 5).

(a) Base Rent. Effective as of the Commencement Date, and until the Termination Date, the schedule of monthly installments in the amounts set forth in Exhibit B attached to this Lease Agreement to be paid under Article 5.

(b) Additional Rent. In addition, under Section 5.2, the Lessee shall make payments sufficient for the Lessor to make all other payments required under Section 3.02 of the Loan Agreement. Such payments by Lessee are referred to herein as “Additional Rent.”

1.7 Use (Article 6). As office and classroom space and for other uses necessary to operate one or more California public charter schools by a corporation that is exempt from federal income taxation under section 501(a) of the Code as an organization described in section 501(c)(3) of the Code and that qualifies as an “educational organization” as described under section 170(b)(1)(A)(ii) of the Code.

1.8 The Lessor’s Broker. None.

1.9 The Lessor’s Initial Address for Notices. LA Promise Fund Facility LLC, 1933 S. Broadway Suite 1108, Los Angeles, CA 90007. Attn: Director of Finance

1.10 The Lessee’s Initial Address for Notices. LA Promise Fund, 1933 S. Broadway Suite 1108, Los Angeles, CA 90007. Attn: Director of Finance

1.11 The Trustee’s Initial Address for Notices. Wilmington Trust, National Association, 650 Town Center Drive, Suite 600, Costa Mesa, California 92626, Attention: Corporate Trust

Department.

1.12 Exhibits. Exhibit A: Legal Description of Project and Site; Exhibit B: Schedule of Base Rent Payments.

ARTICLE 2 CERTAIN DEFINITIONS

Terms not otherwise defined in this Article 2 has the meanings set forth in Section 1.01 of the Master Trust Indenture, in Section 1.01 of the Indenture or in the Mortgages. Unless otherwise expressly stated, references to numbered Articles and Sections are to the numbered Articles and Sections of this Lease Agreement.

2.1 “*Abandonment*” means the failure to occupy or conduct business within the Facilities for 20 consecutive days during the Term, excluding scheduled holidays, summer vacation and other scheduled breaks and during construction of the Facilities.

2.2 “*ADA*” has the meaning set forth in Section 13.2.

2.3 “*Additional Charges*” means all fines, penalties, interest and costs resulting from the Lessee’s nonpayment or late payment of amounts due under this Lease Agreement as described in Section 5.7.

2.4 “*Additional Rent*” has the meaning set forth in Section 1.6(b).

2.5 “*Affiliate*” means a corporation, limited liability company, partnership, joint venture, association, business trust or similar entity organized under the laws of the United States of America or any state thereof, directly controlled by or under common control with a Member or any other Affiliate. For purposes of this definition, “control” means the power to direct the management and policies of a Person through the ownership of at least a majority of its voting securities, or the right to designate or elect at least a majority of the members of its board of directors by contract or otherwise.

2.6 “*Authority*” means the California School Finance Authority.

2.7 “*Average Daily Expenses for Obligated Group Schools*” means (A) cash requirements during such Fiscal Year related to or payable from revenues attributable to the Obligated Group Schools (excluding from such calculation all depreciation and other non-cash items), and including within such calculation on behalf of the Obligated Group Schools in the aggregate (i) all Operating Expenses for such Fiscal Year for the Obligated Group Schools, (ii) subordinated Support Office Management Fees, and (iii) the maximum annual sum of the Base Rent and School Loan Repayments payable under the Lease and School Loan Agreements, respectively, for all Obligated Group Schools between any Lessee and any Member of the Obligated Group for that year or any other year, divided by (B) 365.

2.8 “*Base Rent*” has the meaning set forth in Section 1.6(a).

2.9 “*Base Rent Coverage Ratio*” means, for any period of time, the ratio determined by dividing (a) Net Operating School Revenue by (b) the amount of scheduled Base Rent.

2.10 “*Bonds*” has the meaning given to it in the recitals hereof.

2.11 “*Breach*” means any default or breach of this Lease Agreement described in Section 21.1.

2.12 “*Charter Schools*” means Russell Westbrook Why Not? Middle School and Russell Westbrook Why Not? High School as California public charter schools for middle and high school students respectively, in accordance with the provisions of Section 47604(a) of the California Education Code and pursuant to charters authorized by LACBOE.

2.13 “*Charter School Law*” means the Charter Schools Act of 1992, constituting Part 26.8 of Division 4 of Title 2 of the Education Code of the State, as in effect on the date hereof and as it may from time to time hereafter be amended or supplemented.

2.14 “*Commencement Date*” has the meaning set forth in Section 1.5(a).

2.15 “*Construction Agreement*” means any agreement providing for the construction of the Facilities.

2.16 “*Continuing Disclosure Agreement*” means the Continuing Disclosure Agreement, dated as of December 1, 2021, among the Lessor, the Lessee and the Dissemination Agent (as such term is defined in the Continuing Disclosure Agreement), as originally executed and as it may be amended from time to time in accordance with the terms thereof.

2.17 “*Days Cash on Hand*” means (i) the sum of Cash and Cash Equivalents of the Obligated Group Schools, as shown on LA Promise’s audited financial statements for each Fiscal Year, and any State payments accrued to such Fiscal Year and scheduled to be received within two months following the end of such Fiscal Year (“Cash on Hand”); divided by (ii) the Average Daily Expenses for Obligated Group Schools (as calculated for the most recent Fiscal Year ending before such date).

2.18 “*Days Cash on Hand Requirement*” has the meaning given to it in Section 19.2.

2.19 “*Eliminated Expenses*” means any Operating Expenses that an Authorized Representative of the Lessee certifies will be eliminated as a result of any proposed Long-Term Indebtedness.

2.20 “*Expenses*” means all costs and expenses of the ownership, operation, maintenance, repair, or replacement, and insurance of the Facilities, as determined by standard accounting practices, including, by way of illustration only, and not by way of limitation, to the extent they apply to the Facilities, the aggregate of the “Maintenance Expenses” and the “General Expenses” set forth below:

(a) “*Maintenance Expenses*” means all costs of maintaining and repairing the Facilities,

the parking area, athletic fields and other portions of the Facilities, deferred maintenance, installing or extending service systems and other built-in equipment, and improving the Facilities, including without limitation all of the following:

- (i) all maintenance, replacement and repair costs of air conditioning, heating and ventilation equipment and systems, elevators (if any), landscaping, service areas, parking lots, athletic fields, building exteriors (including painting), signs and directories, repairing and replacing roofs, walls, structural components of the Facilities, and cost of compliance with applicable laws (including any required upgrades or retrofitting);
 - (ii) supplies, materials, labor, equipment, and utilities used in or related to the repair and maintenance of the Facilities and such common areas; and
 - (iii) capital improvements made to the Facilities (whether funded in full or amortized with reasonable financing charges) which may be required by any government authority or which will improve the operating efficiency of the Facilities; and
- (b) “*General Expenses*” means all of the following, to the extent not included in Maintenance Expenses:
- (i) gross receipts taxes, whether assessed against Lessor or assessed against Lessee and collected by Lessor;
 - (ii) water, sewage, and waste or refuse removal charges;
 - (iii) gas, electricity, telephone and other utilities;
 - (iv) the cost of monthly or annual contracts for systems or services such as alarm systems, security systems, internet services, janitorial services or landscaping services;
 - (v) all janitorial, cleaning, landscaping, sweeping and repair services relating to the Facilities;
 - (vi) the costs of signs and directories;
 - (vii) the cost of compliance with laws related to the Facilities as such, and not to the Charter Schools generally;
 - (viii) reasonable costs incurred by the Lessor for operating expenses, including the day- to-day management (if any), the cost of management personnel (if any), together with any of the Lessor’s administrative expenses such as state filings, preparation of tax returns or notices, and all taxes, charges, or fees in connection therewith to the extent related to the Facilities;
 - (ix) Real Property Taxes and personal property taxes, if any;

- (x) amounts required to be paid as deductibles in connection with any insurance required under the Loan Agreement or this Lease Agreement; and
- (xi) any other costs or expenses incurred by Lessor under this Lease Agreement..

2.21 “*Extraordinary Monthly Rent Notice*” means any notice received by the Lessee under this Lease Agreement (an “Extraordinary Monthly Rent Notice”) from either the Lessor or the Related Bond Trustee (as defined in the Master Indenture) stating the Related Bond Trustee has not received the payment of rent with respect to a Related Project on or before that date that such required payment is due.

2.22 “*Extraordinary Monthly Rent*” means the amount set forth in the applicable Extraordinary Monthly Rent Notice, which shall be the Lessee’s Proportionate Share of the Extraordinary Monthly Rent.

2.23 “*Governmental Issuer*” means any municipal corporation, political subdivision, state, territory or possession of the United States, or any constituted authority or agency or instrumentality of any of the foregoing empowered to issue obligations on behalf thereof, which obligations constitute Related Bonds.

2.24 “*Gross School Revenues*” means all revenue, income, receipts and money received by Lessee or on behalf of Lessee from all lawfully available sources attributable to its operation of the Obligated Group Schools and to any other charter school operated by Lessee in the properties subject to the Lease or related to the School Loan Agreement, including from any applicable district or county or from the State pursuant to the Charter School Law from any general purpose entitlement, revenue limit, or State educational funding sources, as well as any revenue, income, receipts and money received by Lessee or on behalf of Lessee relating to the sublease of the Facility to a third party; but excluding gifts, grants, bequests, donations and contributions, to the extent specifically restricted by the donor to a particular purpose inconsistent with their use for Rent payments or operating expenses. Any other income, revenue, receipts, contributions or other monies received by LA Promise not specifically described in the immediately preceding sentence shall not constitute Gross School Revenues.

2.25 “*Indenture*” has the meaning specified in the recitals of this Lease Agreement.

2.26 “*Independent Consultant*” means a firm (but not an individual) which (1) is in fact independent, (2) does not have any direct financial interest or any material indirect financial interest in the Lessor or any affiliate thereof and (3) is not connected with the Lessor or any affiliate thereof as an officer, employee, promoter, underwriter, trustee, partner, director or Person performing similar functions, and designated by the Lessor, qualified to pass upon questions relating to the financial affairs of facilities of the type or types operated by the Lessor and having a favorable reputation for skill and experience in the financial affairs of such facilities.

2.27 “*Insurance Consultant*” means a Person (which may be an insurance broker or agent of a Member) which (a) does not have any direct financial interest or any material indirect financial interest in any Member or any Affiliate and (b) is not connected with any Member or any Affiliate as an officer, employee, promoter, underwriter, trustee, partner, director or Person

performing similar functions, and designated by the Obligated Group Representative, qualified to survey risks and to recommend insurance coverage for educational facilities and organizations engaged in such operations.

2.28 “*Intercept*” means the apportionment from the Controller of the State of California, pursuant to Section 17199.4 of the California Education Code (or any successor provision) and the Intercept Notice, of amounts specified in the Intercept Notice and payable directly to the Trustee, if applicable.

2.29 “*Intercept Notice*” means any notices from the Lessee on behalf of the Charter Schools to the Controller of the State of California, pursuant to Section 17199.4 of the California Education Code (or any successor provision), specifying a transfer schedule for the payment directly to the Trustee of one or more of the following: (a) principal of the Bonds, (b) interest on the Bonds and (c) other costs necessary or incidental to financing pursuant to the Act relating to the Bonds, including Additional Payments (as defined in the Indenture), in substantially the form set forth in this Lease Agreement or any applicable School Loan Agreement, as the same may be amended, supplemented or restated from time to time.

2.30 “*Interim Indebtedness*” means all Obligated Group School Indebtedness having an original maturity less than or equal to five years and not renewable at the option of Lessee for a term greater than five years from the date of original incurrence or issuance.

2.31 “*LACBOE*” means Los Angeles County Board of Education, or any local or State entity or government authority responsible for the approval, denial or revocation of charter status with respect to the Charter Schools.

2.32 “*Lessee Parties*” means any of the Lessee’s employees, students, customers or other invitees that enter the Facilities and/or the Site.

2.33 “*Lessee Property*” means all movable partitions, business and trade fixtures, machinery and equipment, communications equipment and office equipment located in the Facilities and on the Site and acquired by or for the account of the Lessee, without expense to the Lessor, that can be removed without structural damage to the Facilities, and all furniture, furnishings and other articles of movable personal property owned by the Lessee and located in the Facilities and on the Site.

2.34 “*Loan Agreement*” means the Loan Agreement, dated as of December 1, 2021, by and between the Authority and the Lessor.

2.35 “*Management Agreement*” means any agreement between the Lessee and a charter school, including charter schools operated or managed by the Lessee, pursuant to which the Lessee provides management services.

2.36 “*Master Trust Indenture*” means the Master Indenture of Trust, dated as of December 1, 2021, by and among the Lessor, Wilmington Trust, National Association, as Master Trustee, and the initial Members (as defined therein).

2.37 “*Master Trustee*” means Wilmington Trust, National Association, a national

banking association organized and existing under and by virtue of the laws of the United States of America and, subject to the limitations contained in the Master Trust Indenture, any other corporation or association which may be co-trustee with Wilmington Trust, National Association and any successor or successors to said trustee or co-trustee in the trusts created thereunder.

2.38 “*Member*” means each signatory to the Master Trust Indenture (excluding the Master Trustee and the Obligated Group Representative) and, together with each other Person which is obligated thereunder to the extent and in accordance with the provisions of Section 3.09 or 3.11 thereof, from and after the date upon which such Person joins the Obligated Group, but excluding any Member which withdraws from the Obligated Group to the extent and in accordance with the provisions of Section 3.12 thereof, from and after the date of such withdrawal.

2.39 “*Mortgages*” means any mortgage, including any leasehold deed of trust, deed of trust, security agreement, assignment of rents and leases, and/or financing statement encumbering the Facilities or the Site, Plant and Equipment of the Lessor for the benefit of the Master Trustee executed and delivered in accordance with the provisions of the Master Trust Indenture.

2.40 “*Net Operating School Revenue*” means Gross School Revenues minus Operating Expenses; provided, that no determination thereof will take into account: (a) any gain or loss resulting from either the early extinguishment or refinancing of Obligated Group School Indebtedness or the sale, exchange or other disposition of capital assets not made in the ordinary course of business; (b) gifts, grants, bequests, donations or contributions, and income therefrom, to the extent specifically permanently restricted by the donor or by law to a particular purpose inconsistent with their use for the payment of Operating Expenses; (c) the net proceeds of insurance (other than business interruption insurance) and condemnation awards; (d) adjustments to the value of assets or liabilities resulting from changes in generally accepted accounting principles; (e) unrealized gains or losses that do not result in the receipt or expenditure of cash; and (f) nonrecurring items which involve the receipt, expenditure or transfer of assets.

2.41 “*Nonrecourse Indebtedness*” means all Obligated Group School Indebtedness with respect to which the obligee is prevented by applicable law or contractual arrangement from exercising recourse, or any other right or remedy exercisable by a creditor, against all or any part of the Site or Facilities in order to pay, satisfy or discharge all or any part of the Obligated Group School Indebtedness.

2.42 “*Obligated Group*” means all Members, which does not include the Obligated Group Representative.

2.43 “*Obligated Group Representative*” means the Lessor or such Member (or Members acting jointly) or other Person as may have been designated to act as Obligated Group Representative under the Master Trust Indenture.

2.44 “*Obligated Group School Indebtedness*” means Indebtedness (as such term is defined in the Master Indenture) related to or payable from revenues of the applicable Charter Schools and to any other charter school operated by Lessee at the Facilities subject to the Lease or related to the School Loan Agreement.

2.45 “*Official Records*” means the Official Records of Los Angeles County,

California.

2.46 “*Operating Expenses*” means, except as provided below, all unrestricted expenses of the Lessee attributable to operations of the applicable School and to any other charter school operated by the Lessee at the Facilities, including maintenance, repair expenses, utility expenses, equipment lease and other rental expense (*excluding* the Base Rent and the Extraordinary Monthly Rent, if any, but *including* Additional Rent and Expenses), administrative and legal expenses, miscellaneous operating expenses, advertising and promotion costs, payroll expenses (including taxes), the cost of material and supplies used for current operations of the Lessee, the cost of vehicles, equipment leases and service contracts, taxes upon the operations of the Lessee not otherwise mentioned herein, charges for the accumulation of appropriate reserves for current expenses not annually recurrent, but which may reasonably be expected to be incurred in accordance with generally accepted accounting principles, all in such amounts as reasonably determined by the Lessee. Notwithstanding the foregoing, Operating Expenses shall *exclude* (a) all subordinated Support Office Management Fees, (b) depreciation and amortization and (c) any expenses which are treated as extraordinary in accordance with generally accepted accounting principles.

2.47 “*Payment Coverage Ratio*” means for any period of time the ratio determined by dividing (a) Net Operating School Revenue, by (b) the sum of the amount of scheduled Base Rent under this Lease Agreement and the amount of scheduled School Loan Repayments under any School Loan Agreement.

2.48 “*Person*” means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust, unincorporated organization, government or any agency or political subdivision thereof or any other form of entity.

2.49 “*Prepayment*” has the meaning set forth in Section 5.1.

2.50 “*Proportionate Share*” means the amount required to be paid by the Lessee to ensure that all of the required rent and School Loan Repayments (as such term is defined in the Master Trust Indenture) with respect to all of the Related Projects have been timely made.

2.51 “*Real Property Taxes*” means any form of assessment, levy, penalty, charge or tax (other than estate, inheritance, net income, or franchise taxes) imposed by any authority having a direct or indirect power to tax or charge, including, without limitation, any city, county, state federal or any improvement or other district, whether such tax is: (a) determined by the value of Facilities and the Site or the rent or other sums payable under this Lease Agreement; (b) upon or with respect to any legal or equitable interest of the Lessor in the Facilities or the Site and or any part thereof; (c) upon this transaction or any document to which the Lessee is a party creating a transfer in any interest in the Facilities or the Site; (d) in lieu of or as a direct substitute in whole or in part of or in addition to any real property taxes on Facilities or the Site; (e) based on any parking spaces or parking facilities provided in the Facilities or on the Site; or (f) in consideration for services, such as police protection, fire protection, street, sidewalk and roadway maintenance, refuse removal or other services that may be provided by any governmental or quasi-governmental agency from time to time that were formerly provided without charge or with less charge to property owners or occupants.

2.52 “*Related Bond Indenture*” means any indenture, trust agreement, bond

resolution or other comparable instrument pursuant to which a series of Related Bonds are issued.

2.53 “*Related Bond Issuer*” means the Governmental Issuer of any issue of Related Bonds.

2.54 “*Related Bond Trustee*” means the trustee and its successors in the trusts created under any Related Bond Indenture, and if there is no such trustee, means the Related Bond Issuer.

2.55 “*Related Bonds*” means the revenue bonds or other obligations issued by any Governmental Issuer, pursuant to a single Related Bond Indenture, the proceeds of which are loaned or otherwise made available to a Member or Members (each as defined in the Master Trust Indenture) in consideration of the execution, authentication and delivery of an Obligation or Obligations to or for the order of such Governmental Issuer (each as defined in the Master Trust Indenture).

2.56 “*Related Project*” means any project financed by Indebtedness that remains Outstanding (each as defined in the Master Trust Indenture).

2.57 “*Rent*” means all Base Rent, all Additional Rent (including all Expenses) and all Extraordinary Monthly Rent.

2.58 “*School*” or “*Obligated Group School*” means individually, and “*Schools*” or “*Obligated Group Schools*” means collectively, each public charter school operated by the Lessee and located at one or more Facilities from and after the date upon which the Lessor joins the Obligated Group, but excluding any public charter school operated by the Lessee at premises that are not owned or leased by a Member that is part of the Obligated Group or is owned or leased by a Member that withdraws from the Obligated Group to the extent and in accordance with the Master Trust Indenture, from and after the date of such withdrawal. As of the date of issuance of Obligation No. 1, the Obligated Group Schools are Russell Westbrook Why Not? Middle School and Russell Westbrook Why Not? High School.

2.59 “*School Loan Agreement*” means any loan agreement pursuant to which the Lessee borrows money from a Member of the Obligated Group for the benefit of a Facility at which a School is located.

2.60 “*School Loan Repayments*” has the meaning given thereto in the applicable School Loan Agreement.

2.61 “*Short-Term Indebtedness*” means all Obligated Group School Indebtedness having an original maturity less than or equal to one year and not renewable at the option of Lessee for a term greater than one year from the date of original incurrence or issuance, provided however, that any Short-Term Indebtedness that has been issued as revenue anticipation notes (“RANS”) will not be included or counted as Short-Term Indebtedness to the extent that the RANS are secured by deferred state apportionment revenues expressly pledged and deposited in an intercept account to pay such RANS.

2.62 “*Sponsoring Entity*” means LACBOE or any other chartering entity authorized

under the Charter School Law to authorize a charter, including, without limitation, to the Lessee for its operation of the Charter Schools at the Facilities or any subsequent tenant with respect to the Facilities.

2.63 “*Support Office Management Agreements*” means any agreements, documents or instruments regarding school management services to be provided to the Charter Schools by the Lessee.

2.64 “*Support Office Management Fees*” means all support office management fees, if any, paid to the Lessee in connection with management services provided and related to or payable from revenues attributable to the Charter Schools operated by the Lessee at the Facilities and to any other charter school operated by the Lessee on the property subject to this Lease Agreement, but only to the extent that such fees are subordinate to the payment of Base Rent and Additional Rent due under this Lease Agreement.

2.65 “*Tax Certificate*” means the Tax Certificate and Agreement of the Authority and the Lessor dated the date of issuance of the Bonds, as the same may be amended or supplemented in accordance with its terms.

2.66 “*Tax-Exempt Bonds*” has the meaning given to it in the recitals hereof.

2.67 “*Term*” means the term of this Lease Agreement, commencing on the Commencement Date and ending on the Termination Date.

2.68 “*Termination Date*” has the meaning set forth in Section 1.5(b). “*Termination Notice Period*” has the meaning set forth in Section 22.1(b).

2.69 “*Termination Option*” has the meaning set forth in Section 4.2.

2.70 “*Trustee*” means Wilmington Trust, National Association, a national banking association organized and existing under the laws of the United States of America, or its successor, as Trustee under the Indenture.

2.71 “*Underwriter*” means Stifel, Nicolaus & Company, Incorporated, its successors and assigns.

ARTICLE 3 SQUARE FOOTAGE

3.1 Rent Independent of Actual Square Footage. The Site and the Facilities will include an approximately 4.17 acre parcel improved with two buildings: an approximately 2,465 square foot one-story building located at the northwest corner of the Site, and an approximately 50,251 square foot one-story building located along the southern property line of the Site including administrative offices, 18 classrooms, a library and a bookstore. In addition to the existing buildings, the Site is also improved with asphalt-paved parking with approximately 261 parking spaces and landscaping and related facilities, infrastructure, appurtenances and rights. The Lessor does not represent or warrant that the actual square footage of the Facilities or the Site is precisely as indicated. Notwithstanding

the foregoing, the Lessor and the Lessee stipulate and agree that the amount of Base Rent and other charges under this Lease Agreement represent fair and adequate consideration for the Lessee's use and enjoyment of the Facilities and the Site.

ARTICLE 4

TERM AND POSSESSION

4.1 Term. The term of this Lease Agreement is for the period set forth in Section 1.5(b), unless terminated earlier in accordance with the provisions of this Lease Agreement. The Lessee shall have the right for the optional renewal of this Lease Agreement after the Termination Date to the extent provided in Section 1.5(b) and shall exercise said right if at the Termination Date any Bonds are then Outstanding.

Notwithstanding the foregoing, Lessor and Lessee agree and understand that the Facilities and the Site are as of the Lease Commencement Date occupied by East Los Angeles College ("ELAC"), a California community college operated by the Los Angeles Community College District ("LACCD"), and that some or all of the Facilities and the Site will be occupied by ELAC through June 14, 2024 pursuant to a sublease between Lessor, Lessee and LACCD.

4.2 Options to Terminate. The Lessee shall have the right to terminate this Lease Agreement in whole or in part without penalty in the event Lessee's application for renewal of any of the Schools occupying the Facilities and Site is denied by the Chartering Authority or if any of such charters otherwise terminates ("**Termination Option**"). The Lessee may exercise the Termination Option by providing the Lessor and the Trustee with written notice of the Lessee's intent to exercise the Termination Option no later than 90 days prior to the scheduled expiration of the Charter School's charter, or within 10 days after notification of charter revocation or denial of charter renewal, whichever is earlier; such written notice shall also include sufficient evidence of the charter revocation or denial of charter renewal. For purposes of the preceding sentence and Section 21.1(g): (a) any denial of a charter renewal petition prior to the final year of the current charter term shall be disregarded, and (b) no charter petition denial or charter revocation shall be deemed to have occurred, (i) if the Lessee shall diligently pursue its administrative and legal remedies for maintaining the funding of the operation of the Charter Schools and (ii) until such administrative and legal remedies are exhausted. Notwithstanding the foregoing, if the Lessee exercises its Termination Option under this Section 4.2, the Lessee shall continue to pay Base Rent and all other amounts due under this Lease Agreement to the Lessor until the Lessor or the Lessee secures a tenant reasonably satisfactory to the Lessor that meets the requirements of the Loan Agreement, to lease the Facilities and the Site and such tenant enters into a lease with the Lessor and commences the payment of Base Rent, Additional Rent (including Expenses, Extraordinary Monthly Rent and all other amounts due under this Lease Agreement.

4.1 Condition of the Facilities and Site. No representation, express or implied, respecting any matter or thing relating to Facilities, the Site or this Lease Agreement (including, without limitation, the condition of the Facilities or the Site) have been made to the Lessee by the Lessor, other than as may be contained in this Lease Agreement.

4.2 Entry on the Facilities and the Site. Upon reasonable prior notice to the Lessee, the Lessor and the Trustee shall at any and all reasonable times have the right to enter the Facilities and the Site in order to do the following: (a) inspect the Facilities and the Site; (b) supply any service to

be provided by the Lessor to the Lessee under this Lease Agreement; (c) show Facilities to prospective transferees, lenders, tenants, or other invitees of the Lessor; (d) post notices of non-responsibility; and reinforce, alter, improve or repair the Facilities as required by law, or otherwise as the Lessor and the Lessee agree are necessary or desirable, and may for that purpose erect scaffolding and other necessary structures where reasonably required by the character of the work to be performed, subject to compliance with applicable laws and regulations, always providing that access to the Facilities and the Site shall not materially be blocked thereby, and further providing that the business of the Lessee shall not be interfered with unreasonably nor shall the Facilities or the Site be made unsafe or not in compliance with applicable laws and regulations by such work. The Lessor and the Trustee shall have the right to use any and all lawful means that the Lessor deems reasonable under the circumstances to gain access to the Facilities and the Site in an emergency without liability to the Lessor or the Trustee. No entry to the Facilities or the Site by the Lessor or the Trustee for the purposes described in this Section 4.4 shall be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Facilities or the Site, or an eviction of the Lessee from the Facilities, the Site or any portion thereof.

4.3 Surrender of Possession. Upon the expiration or termination of this Lease Agreement, the Lessee shall peaceably vacate and surrender the Facilities and the Site to the Lessor in good condition (with the exception of ordinary wear and tear and acts of God) and shall surrender all keys and other entrycodes or devices to the Facilities and the Site. Upon the Lessor's request, the Lessee shall remove all Lessee Property on or before the Termination Date and promptly repair all damage to the Facilities or the Site caused by such removal. If the Lessee abandons or surrenders the Facilities and the Site, or is dispossessed by process of law or otherwise, any of the Lessee Property left in the Facilities or on the Siteshall remain property of the Lessee unless the law or judicial decision of the jurisdiction in which Site is located provides otherwise. If the Lessor elects to remove all or any part of Lessee Property, the cost of removal, including reasonable storage costs and the cost of repairing any damage to the Facilities or the Site caused by such removal, shall be paid by the Lessee to the Lessor.

4.4 No Implied Termination. No act or conduct of the Lessor, including, without limitation, the acceptance of keys, codes or entry devices to the Facilities or the Site shall constitute an acceptance of the surrender of the Facilities or the Site by the Lessee before the expiration or termination of this Lease Agreement. Only a written notice from the Lessor to the Lessee shall constitute acceptance of the surrender of the Facilities and the Site and accomplish a termination of this Lease Agreement.

4.5 No Holding Over. The Lessee shall have no right to retain possession of the Facilities, the Site or any part thereof, after expiration or termination of this Lease Agreement.

4.6 Charters. The Lessee covenants and agrees to use its best efforts to: (a) maintain the charters authorized for the Charter Schools and (b) take any and all actions required to renew or extend the term of the charters granted for the Charter Schools for so long as the Loan remains outstanding. Any material revision of the charters granted for the Charter Schools shall be deemed consistent with the terms of the preceding sentence unless such material revision in and of itself (and not in connection with any transaction or act permitted under this Lease Agreement) materially and adversely affects the operations of the Charter Schools or the financial condition of the Lessor or the Lessee. Not later than 10 Business Days after receipt, the Lessee covenants to provide the Trustee and the Underwriter with a copy of any notice received from LACBOE relating to LACBOE's intent

to revoke or to deny renewal or extension of the term of a charter granted for one of the Charter Schools or any notice of any issues that, if not corrected or resolved, could lead to revocation or non-renewal of a charter granted for one of the Charter Schools.

4.7 Books and Records. The Lessee covenants and agrees, at all times to keep, or cause to be kept, proper books of record and account, prepared in accordance with generally accepted accounting practices, consistently applied, in which complete and accurate entries shall be made of all transactions of or in relation to the business, properties and operations of the Lessee. Such books of record and account shall be available for inspection by the Trustee and its duly authorized agents, at reasonable hours and under reasonable circumstances.

ARTICLE 5

BASE RENT AND OTHER PAYMENTS

5.1 Base Rent. The Lessee shall pay, when due, all Base Rent and other charges as provided in this Lease Agreement, without offset or other limit. Amounts equal to Base Rent due under this Lease Agreement shall be paid to the Lessor in lawful currency of the United States of America as provided in the Loan Agreement. The failure of the Lessee to make any payment required under this Article 5 when due shall be deemed to be a default in payment of rent that shall give the Lessor all remedies under State law relating to a default in payment of rent. All payments received by the Lessor shall be applied as set forth in the Loan Agreement. Base Rent shall be payable to the Lessor in advance on the 20th calendar day of each applicable calendar month. Monthly payments of Base Rent shall be made as set forth in Exhibit B. Unless there shall occur an Event of Default as provided in the Loan Agreement, for the purpose of determining the timeliness of the payment of Base Rent hereunder, Base Rent shall be deemed paid to the Lessor as and when the Trustee draws funds from the Revenue Fund as provided in the Indenture. The Lessee may, at its option, prepay any or all portions of the Base Rent in advance of the due date (“**Prepayment**”). Any Prepayment will be applied as agreed upon by the Lessor and the Lessee. The Lessee’s obligation to make any and all additional payments under this Lease Agreement (including without limitation, the payment of Additional Rent), shall survive the termination of this Lease Agreement.

5.2 Additional Rent. As Additional Rent, the Lessee shall pay, or cause to be paid, and shall indemnify the Trustee and the Lessor against (a) all amounts required to be paid by the Lessor pursuant to Section 3.02 of the Loan Agreement and (ii) all reasonable fees, costs and charges, including reasonable fees and expenses of attorneys, accountants, consultants and other experts, incurred in good faith and without negligence and arising out of or in connection with the Loan Agreement, the Indenture, this Lease Agreement, the Mortgages or the Bonds, which payments shall be made in each case directly to the parties entitled thereto or to reimburse the Trustee or the Lessor, as the case may be. These obligations shall survive the termination of this Lease Agreement.

5.3 Extraordinary Monthly Rent. In the event that the Lessee receives an Extraordinary Monthly Rent Notice from either the Lessor or a Related Bond Trustee stating that the Related Bond Trustee has not received the payment of rent with respect to a Related Project on or before that date that such required payment is due, then the Lessee shall pay the Extraordinary Monthly Rent to the Related Bond Trustee within three Business Days after receipt of the Extraordinary Monthly Rent Notice. The Lessee covenants to immediately provide the Lessor with a copy of any Extraordinary Monthly Rent Notice received by the Lessee.

5.4 Pledge of Gross Revenues. To secure the payment and performance of its obligations hereunder, the Lessee hereby pledges to the Lessor and grants the Lessor a security interest in the Gross School Revenues. From time to time, the Lessee may own or hold funds or other assets subject to a statutory, regulatory, grantor-imposed or donor-imposed restriction on use that prohibits the use of such funds or assets to satisfy the obligations of the Lessee under this Lease Agreement and/or prohibits the encumbrance of such funds or assets to secure such obligations. The foregoing pledge and grant of security interest shall not encumber, attach to, or transfer, and the holder of any claims of the Lessor under this Lease Agreement shall have no recourse under this Lease Agreement to, any funds or assets of the Lessee to the extent that any transfer of such funds or assets to or for the benefit of such holder would violate any such restriction on the use of such funds or assets.

Neither LA Promise's general revenues nor any revenues LA Promise may derive from its operation of schools (other than the Middle School and the High School pursuant to the Lease or other schools LA Promise may operate in the Facility), nor from any schools LA Promise may operate in the future, are pledged or otherwise available to make payments under the Lease and with respect to the Bonds.

5.5 Additional Payments. During the term of this Lease Agreement, the Lessee shall pay all fees and expenses and other costs that are to be paid to the Trustee under the Loan Agreement.

5.6 Partial Payments of Rent. The Lessee shall make all payments of Rent in full. Payment or receipt of a payment of Rent in an amount less than the amount stated in this Lease Agreement or in the Lessor's invoice shall be deemed to be nothing more than a partial payment on that month's account. Under no circumstances shall the Lessor's or any other payee's acceptance of a partial payment of Rent constitute accord and satisfaction, nor will the Lessor's or any other payee's acceptance of a partial payment of Rent forfeit the Lessor's right to collect the balance due on the account. The Lessor may accept any partial payment check with any conditional or restrictive endorsement or memorandum without prejudice to any right to recover the balance remaining due or to pursue any other remedy available under this Lease Agreement.

5.7 Late Charges. The Lessee hereby acknowledges that any late payment by the Lessee to or for the account of the Lessor of Rent or other sums due under this Lease Agreement will cause the Lessor to incur costs not contemplated by this Lease Agreement, the exact amount of which is difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges and late charges that may be imposed upon the Lessor by the terms of the Mortgages or any other mortgage or trust deed covering the Facilities and the Site. Accordingly, if any installment of Rent or other sum due from the Lessee shall not be received in full by the Lessor or the Lessor's designee on the date such amount is due, then the Lessee shall pay to the Lessor an amount equal to the costs incurred by the Lessor directly as a result of such late payment. Any payments of any kind returned for insufficient funds will be subject to an additional handling charge of \$25.00, and thereafter, the Lessor may require the Lessee to pay all future payments of rent or other sums due by money order or cashier's check.

5.8 Personal Property Taxes. The Lessee shall pay before delinquency all taxes, assessments, license fees and public charges levied, assessed or imposed upon its operations of the Project. The Lessee shall pay, or cause to be paid, before delinquency, any and all taxes levied or assessed and that become payable during the term of this Lease Agreement upon all Lessee Property. In the event any or all of the Lessee Property shall be assessed and taxed with the Facilities

or the Site, the Lessee shall pay to the Lessor its share of such taxes within 10 days after delivery to the Lessee by the Lessor of a statement in writing setting forth the amount of such taxes applicable to the Lessee Property. Notwithstanding the foregoing, the Lessee may contest any tax or assessment in good faith, but only to the extent that doing so does not result in a foreclosure or other involuntary transfer of the Project or Lessee Property.

5.9 Budgeting Rent. The Lessee covenants to take such action as may be necessary to include all such payments of Rent and, to the extent determined, Additional Rent due under this Lease Agreement in its annual budgets, and to make, as necessary, annual appropriations for all such payments and to take such action annually as shall be required to provide funds in such year for such payments of Rent and, to the extent determined, Additional Rent (including Expenses) and Extraordinary Monthly Rent.

5.10 Source of Payments. The Lessee's payment obligations to pay Rent or any other payment obligation under this Lease Agreement, and the pledge contained in Section 5.4 hereof, shall be a special obligation limited solely to, and not in excess of, Gross School Revenues, and under no circumstances shall the Lessee be required to advance any moneys derived from any source of income other than, or pay Rent in excess of, the Gross Revenues, nor shall any other funds or property (other than the Facilities and the Site) of the Lessee be liable for the payment of the Rent or any other payment obligation under this Lease Agreement. Nothing contained in this Section 5.10 shall be construed to release the Lessor from the performance of any of the agreements on its part contained in this Lease Agreement, and in the event the Lessor shall fail to perform any such agreements on its part, the Lessee may institute such action against the Lessor as the Lessee may deem necessary to compel performance so long as such action does not abrogate the obligations of the Lessee. The Lessee may, however, at the Lessee's own cost and expense and in the Lessee's own name or in the name of the Lessor prosecute or defend any action or proceeding or take any other action involving third persons as the Lessee deems reasonably necessary in order to secure or protect the Lessee's right of possession, occupancy and use under this Lease Agreement, and in such event the Lessor hereby agrees to cooperate fully with the Lessee and to take such action necessary to effect the substitution of the Lessee for the Lessor in such action or proceeding if the Lessee shall so request.

5.11 Covenant to Replenish Reserve Account; Funding of Repair and Replacement Requirement.

(a) If any moneys have been transferred from the Reserve Account to the Interest Account or the Principal Account pursuant to the provisions of Section 5.05(a) of the Indenture or if the Trustee has notified the Lessor of a deficiency in the Reserve Account pursuant to the provisions of Section 5.05(b) of the Indenture, the Lessee shall immediately pay to the Trustee for deposit into the Reserve Account the amount required to cause the total amount in the Reserve Account to equal the Reserve Account Requirement; provided, however, that in the event the balance in the Reserve Account shall be less than Reserve Account Requirement due to any valuation in accordance with the provisions of Section 5.05(d) of the Indenture, the amount that the Lessee shall pay to the Trustee for deposit into the Reserve Account shall include the amount necessary to increase the balance in the Reserve Account to the Reserve Account Requirement.

(b) Commencing December 1, 2024, the Lessee shall pay to the Trustee for deposit into the Repair and Replacement Fund such amounts as are specified in the definition of Repair and Replacement Fund requirement herein. If, at any time, the amount on deposit in the Repair and

Replacement Fund equals or exceeds the Repair and Replacement Fund Requirement, no such payments shall be required to be made until the amount on deposit in the Repair and Replacement Fund is less than the Repair and Replacement Fund Requirement, in which case payments into the Repair and Replacement Fund shall recommence as provided herein.

ARTICLE 6 USE OF FACILITIES AND SITE

6.1 **Use.** The Lessee shall use the Facilities and the Site solely for the purposes set forth in Section 1.7 and for no other purpose inconsistent with that use unless the Lessor and the Lessee agree in writing otherwise.

6.2 **Compliance with Laws.** The Lessee shall, at its sole cost and expense, promptly comply with all laws, statutes, ordinances and governmental rules, regulations or requirements in force as of the date of this Lease Agreement or that may be in force after the date of this Lease Agreement, and with the requirements of any board of fire insurance underwriters or other similar bodies as of the date of this Lease Agreement or after the date of this Lease Agreement constituted, relating to, or affecting the condition, use or occupancy of the Facilities, excluding structural changes to the Facilities not related to or affected by the Lessee's improvements or acts.

ARTICLE 7 MORTGAGES, INDENTURE, LOAN AGREEMENT, CONTINUING DISCLOSURE AGREEMENT AND TAX CERTIFICATE

7.1 **Mortgages.** The Lessee acknowledges that the Facilities and the Site are subject to the Mortgages as security in connection with the Bonds, and the provisions of Article 23 apply with respect to the priority of the Mortgages.

7.2 **The Lessee's Performance under the Indenture and the Loan Agreement.** The Lessee has examined the Master Indenture, the Indenture and the Loan Agreement and approves the form and substance thereof and agrees to be bound by their respective terms to the extent the same apply to the Lessee. The Lessee, for the benefit of the Authority and each Bondholder, shall do and perform all acts and things required or described in the Master Indenture, the Indenture and the Loan Agreement to be done or performed by the Lessee. Without limiting the generality of the foregoing, the Lessee acknowledges that the Lessor has assigned (but only to the extent provided in the Loan Agreement) this Lease Agreement and certain rights of the Lessor hereunder (including, without limitation, the pledge of Gross School Revenues as provided herein) to the Authority, and that upon notice from the Trustee, as assignee of the Authority under the Indenture and Master Indenture, and as provided in the Loan Agreement, the Lessee shall pay Base Rent and Additional Rent to the Trustee.

7.3 **Continuing Disclosure Agreement; Additional Disclosures.** The Lessee agrees to enter into the Continuing Disclosure Agreement and maintain the Continuing Disclosure Agreement in full force and effect in accordance with its terms so long as the Bonds remain Outstanding. Without limitation on the foregoing, the Lessee shall provide the Lessor, and upon written request of the Trustee or the Master Trustee, the following information:

- (a) quarterly unaudited financial information and operating data of the Charter Schools

not later than 60 days after the end of each fiscal quarter;

(b) quarterly, not later than 60 days after the end of each fiscal quarter, a report of the Charter School's quarterly enrollment data and waitlist data by grade for the previous fiscal quarter;

(c) prior to the end of each Fiscal Year, a copy of the annual budget of the Charter Schools for the subsequent Fiscal Year;

(d) quarterly, not later than 60 days after the end of each fiscal quarter, a year-to-date comparison of the revenue and expenditures in the unaudited financial statements for such quarter to the annual budget for the applicable Fiscal Year;

(e) quarterly, not later than 60 days after the end of each fiscal quarter, a copy of any recommendations of any Independent Consultant received in accordance with this Lease Agreement or the Master Indenture;

(f) annually, no later than 180 days after the close of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2022, copies of the audited financial statements of the Lessee and the Charter Schools for the prior Fiscal Year prepared in accordance with generally accepted accounting principles applicable to nonprofit corporations from time to time, if available;

(g) annually, no later than 180 days after the close of each Fiscal Year, commencing with the Fiscal Year ending June 30, 2022, the certifications and calculations of the Base Rent Coverage Ratio for the Charter Schools; and

(h) such other information as may be reasonably requested by the Lessor, the Authority, the Trustee or the Master Trustee.

7.4 Tax Certificate and Tax Covenants. The Lessee covenants and agrees that it shall at all times do and perform all acts and things permitted by law and this Lease Agreement, with respect to the Facilities and the Site, that are necessary in order to assure that interest paid on the Bonds secured by the Facilities and the Site in whole or in part will be excluded from gross income for federal income tax purposes and shall take no action with respect to the Facilities or the Site that would result in such interest not being excluded from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the Lessee agrees to comply with and be bound by the provisions of the Tax Certificate and the covenants contained in Section 4.06 of the Loan Agreement. This covenant shall survive payment in full or defeasance of the Bonds.

ARTICLE 8 FURTHER ACTION

8.1 The Lessee's Consent Required for Further Action. Except as provided in the Loan Agreement, the Lessor shall take no action with respect to the Facilities or the Site, including without limitation, (a) selling or further mortgaging the Facilities or the Site; or (b) delegating, transferring or assigning its duties and obligations under this Lease Agreement without first obtaining the Lessee's prior written consent (unless the Lessee shall then be in default with respect to its obligations under this Lease Agreement), provided that the Lessee shall not withhold its consent so long as such action will not interfere with the Lessee's ability to operate the Charter

Schools and provide a safe and secure environment for all Lessee Parties.

ARTICLE 9 REPRESENTATIONS AND WARRANTIES

9.1 Representations of the Lessor and the Lessee. The Lessor and the Lessee each represents and warrants that:

(a) It is duly organized and in good standing under the laws of the State.

(b) It has been duly authorized by proper action of its governing board (or, in the case of the Lessor, the governing board of its Sole Member) to execute and deliver this Lease Agreement and to observe and to perform the obligations contained in this Lease Agreement.

9.2 Additional Representations and Warranties of the Lessee. The Lessee represents, warrants and covenants that:

(a) the Lessee's purposes, character, activities and methods of operation have not changed materially since the Lessee's organization and are not materially different from the purposes, character, activities and methods of operation contemplated at the time of determination by the Internal Revenue Service that the Lessee is an organization described in section 501(c)(3) of the Code;

(b) the Lessee has not operated, and will not operate, in a manner that would result in the Lessee being classified as an "action" organization within the meaning of Treasury Regulations section 1.501(c)(3)-1(c)(3), including, but not limited to, promoting or attempting to influence legislation by propaganda or otherwise as a substantial part of the Lessee's activities;

(c) none of the Lessee's directors, officers, organizers or incorporators, or any Affiliate or other Person having a private interest in the activities of the Lessee has acquired or received, nor will such Persons be allowed to acquire or receive, directly or indirectly, without due compensation, goods or services therefor, any of the income or assets of the Lessee, in any form;

(d) the Lessee has not received any indication or notice to the effect that its exemption from federal income taxation under section 501(a) of the Code has been revoked or modified, or that the Internal Revenue Service is considering revoking or modifying such exemption, and such exemption is still in full force and effect;

(e) the Lessee has timely filed and will timely file with the Internal Revenue Service all returns required to be filed by the Lessee to maintain its status as an organization described in section 501(c)(3) of the Code, and all returns filed prior to the date of this Lease Agreement were substantially complete in accordance with the instructions therefor;

(f) the Lessee has not devoted nor will it devote more than an insubstantial part of its activities in furtherance of a purpose other than an exempt purpose within the meaning of section 501(c)(3) of the Code;

(g) the Lessee has neither taken any action, nor knows of the existence of any condition,

which would cause the Lessee to lose its exemption from federal income taxation under section 501(a) of the Code; and

(h) the Lessee shall be organized and shall conduct its operations in such a manner so as to qualify it as an organization described in section 501(c)(3) of the Code.

ARTICLE 10 HAZARDOUS SUBSTANCES

10.1 Prohibition on Use. The Lessee shall not introduce any Hazardous Substance in, on or adjacent to the Facilities or the Site without complying with all applicable federal, state and local laws, ordinances, rules, regulations or policies relating to the release, storage, use, disposal, transportation or clean-up of Hazardous Substances, including, but not limited to, the obtaining of proper permits; provided that (a) the amount of such Hazardous Substance does not exceed the normal and customary quantities necessary for the operation and maintenance of Facilities and the Site in the ordinary course of the Lessee's business; and (b) the use, storage and disposal of such Hazardous Substance otherwise strictly complies with all applicable laws, ordinances, rules, regulations and policies. The Lessee shall immediately notify the Lessor of any release or any inquiry, test, investigation or enforcement proceeding by or against the Lessee, the Facilities or the Site concerning a Hazardous Substance.

10.2 Emissions. The Lessee shall not, in violation of any federal, state or local laws, ordinances, rules, regulations or policies, discharge, emit or permit to be discharged or emitted, any Hazardous Substances into the atmosphere, the ground or any body of water that is over, under or contiguous to the Site. If the Lessee's release, storage, use, disposal or transportation of any Hazardous Substance in, on or adjacent to the Facilities or the Site, or the soil or surface or groundwater in or about the Facilities or the Site, in violation of any such laws, ordinances, rules, regulations or policies, the Lessee shall clean-up all such contamination at its expense.

10.3 Storage. Subject to the uses permitted and prohibited to the Lessee under this Lease Agreement, the Lessee shall store all Hazardous Substances in appropriate leak-proof containers.

10.4 Indemnification by the Lessee. The Lessee shall indemnify, defend and hold the Authority, the Lessor, Holders of the Bonds and the Trustee harmless from and against any loss, liability, claims, suits, causes of action, costs, fees, including reasonable attorneys' fees and costs, arising out of or in connection with any such contamination, loss or damage to persons or property, clean-up work, inquiry or enforcement proceeding and any Hazardous Substances released, stored, used, disposed of or transported by the Lessee or any Lessee Parties. The Lessee's obligations under this Article 10 shall survive the termination of this Lease Agreement. Such indemnification shall extend to any fines, liens, injunctions, loss, liability, damage, expense or claim (including reasonable attorneys' fees) resulting from the Lessee's breach of the covenants in this Section 10.4; or (b) any such Hazardous Substances that were brought, or permitted to be brought, onto the Facilities or the Site by the Lessee or any Lessee Parties. The Lessee shall also defend, indemnify and hold the Lessor and Trustee harmless from any loss, claim, liability or expense, including reasonable attorneys' fees, expert's fees, and costs, arising out of or in connection with the Lessee's failure to observe or comply with the provisions of this Article 10. The Lessee's indemnification shall not extend to any costs or liabilities that the Lessee may incur due to the negligence or willful misconduct of the Lessor or Trustee or their respective agents, employees or contractors if any such Person causes a release of

Hazardous Substances in the Facilities or on the Site. Notwithstanding anything to the contrary in this Lease Agreement, the indemnification created by this Section 10.4 shall survive the termination of this Lease Agreement.

10.5 Indemnification by the Lessor. The Lessor shall indemnify, defend and hold the Lessee harmless from and against any loss, liability, claims, suits, causes of action, costs, fees, including reasonable attorneys' fees and costs, arising out of or in connection with any such contamination, loss or damage to persons or property, clean-up work, inquiry or enforcement proceedings and any Hazardous Substances released, stored, used, disposed of, or transported by the Lessor or its agents, employees, contactors or invitees. Such indemnification shall extend to any fines, liens, injunctions, loss, liability, damage, expense or claim (including reasonable attorneys' fees) resulting from: (a) the Lessor's breach of the covenants in this Section 10.5; or (b) any such Hazardous Substances that were brought, or permitted to be brought, onto Facilities or the Site by the Lessor. The Lessor shall also defend, indemnify and hold the Lessee harmless from any loss, claim, liability or expense, including reasonable attorneys' fees, expert's fees, and costs, arising out of or in connection with the Lessor's failure to observe or comply with the provisions of this Article 10. The Lessor's indemnification shall not extend to any costs or liabilities that the Lessor may incur due to the negligence or willful misconduct of the Lessee or any Lessee Parties if any such Person causes a release of Hazardous Substances in the Facilities or on the Site. Notwithstanding anything to the contrary in this Lease Agreement, the indemnification created this Section 10.5 shall survive the termination of this Lease Agreement.

10.6 Information. The Lessee shall provide the Lessor with any and all information regarding Hazardous Substances used, stored, released or observed by the Lessee in the Facilities or on the Site, including, without limitation, copies of all filings and reports to governmental entities at the time they are originated, and any other information requested by the Lessor. In the event of any accident, spill or other incident involving Hazardous Matter, the Lessee shall immediately report the same to the Lessor and supply the Lessor with all information and reports with respect to the event. All information described in this Section 10.6 shall be provided to the Lessor regardless of any claim by the Lessee that such information is confidential or privileged.

10.7 Compliance with Law. Notwithstanding any other provision in this Lease Agreement to the contrary, the Lessee shall comply with all laws, statutes, ordinances, regulations, rules and other governmental requirements in complying with its obligations under this Lease Agreement, including, without limitation, those relating to the storage, use and disposal of Hazardous Substances.

ARTICLE 11 DISPOSAL OF WASTE

11.1 Refuse Disposal. The Lessee shall not keep any trash, garbage, waste, or other refuse on the Facilities except in sanitary containers. The Lessee shall regularly and frequently remove same from the Facilities in accordance with any procedures, rules and regulations established by the Lessor for refuse and rubbish removal. The Lessee shall keep all containers or other equipment used for storage or disposal of such materials in a clean and sanitary condition.

11.2 Sewage Disposal. The Lessee shall properly dispose of all sanitary sewage and shall not use the sewage disposal system for the disposal of anything except sanitary sewage not in excess of the amount reasonably contemplated by the uses permitted under this Lease Agreement or

permitted by any governmental entity, whichever is less. The Lessee shall keep the sewage disposal system free of all obstructions and in good operating condition.

11.3 Disposal of Other Waste. The Lessee shall properly dispose of all other waste or other matter delivered to, stored upon, located upon or within, used on, or removed from, the Facilities or the Site in such a manner that the waste or other matter does not, and will not, adversely affect: (a) the health or safety of Persons, wherever located, whether in the Facilities, on the Site or elsewhere; (b) the condition, use or enjoyment of Facilities, the Site or any other real or personal property, wherever located, whether in the Facilities, on the Site or elsewhere; or (c) the Facilities, the Site or any of the improvements thereto or thereon including buildings, foundations, pipes, utility lines, landscaping or parking areas.

ARTICLE 12 SERVICES AND UTILITIES

12.1 Limitation of the Lessor's Liability. The Lessor shall not be liable for any losses, whether direct or consequential, arising from any interruption in any utility or service, including, without limitation, any business interruption or data loss, resulting from an interruption in electrical service. The provisions of the foregoing sentence shall not apply if such interruption is caused by the Lessor's intentional conduct, negligence or breach of any repair or maintenance obligations expressly set forth in this Lease Agreement.

ARTICLE 13 REPAIRS AND MAINTENANCE

13.1 Structural Maintenance and Repairs. The Lessee shall maintain in good condition and repair or, when necessary, replace the roof, foundations and structural portions of the Facilities and the Site, including the exterior and interior walls, mechanical and building systems, the unexposed electrical, plumbing and sewage systems, including those portions of the systems lying outside the Facilities or the Site, gutters and down spouts, and all heating, ventilating, air conditioning, elevator, life safety and security systems. The Lessee shall maintain all necessary reserves for replacement of such items.

13.2 ADA, Seismic and Structural Work. The Lessee shall be responsible for all costs associated with compliance with requirements of the Americans with Disabilities Act (42 U.S.C. §§12101 et seq.) (the "ADA") or applicable seismic requirements including, without limitation, installation of improvements, change of use, or remodeling or reconfiguring portions of the Facilities or the Site, that give rise to or that cause the compliance to be required.

13.3 The Lessee's Additional Obligations. Except as otherwise provided in this Lease Agreement, the Lessee shall, at the Lessee's sole cost and expense, maintain all parts of the Facilities and the Site in good, clean and secure condition and repair including, without limitation, any necessary repairs and/or alterations with respect to: (a) any carpet or other floor covering; (b) any interior wall surfaces or partitions; (c) any doors, locks or interior windows; (d) all plumbing, plumbing fixtures, pipes, pipe fixtures, electrical wiring, switches and any and all other fixtures; (e) all standard building furnishings and special items and equipment installed by or at the expense of the Lessee; (f) any telephone and computer or data cabling that serves the Lessee's equipment

exclusively; (g) all private showers and kitchens, including any plumbing in connection therewith; (h) any alterations, additions or improvements performed or caused to be performed by the Lessee, including, without limitation, any costs, repairs or maintenance associated with the ADA, seismic laws, asbestos abatement or life safety laws and regulations, or any other law, ordinance, code or other governmental act requiring any repair, maintenance or remediation in the Facilities or on the Site, regardless whether such requirements exist as of the Commencement Date or arise due to new laws, rules or regulations enacted or promulgated after the Commencement Date.

13.4 Repairs and Alterations Necessitated by the Lessee's Acts. In addition to the foregoing, the Lessee shall be responsible for all repairs and alterations in and to the Facilities and the Site, as well as any facilities and systems thereof, the need for which arises out of: (a) the Lessee's use or occupancy of the Facilities, including, but not limited to, any repairs or alterations required as a result of or incident to the application of any law, including, but not limited to, the ADA, to the Lessee's use of the Facilities or the Site; (b) the installation, removal, use or operation of Lessee Property in the Facilities or on the Site; (c) the moving of Lessee Property to or from the Facilities or the Site; or (d) the act, omission, misuse or negligence of the Lessee or any Lessee Parties.

13.5 Certain Rights of the Lessor. If the Lessee fails to perform the Lessee's obligations under this Article 13 or any other Section of this Lease Agreement, the Lessor may at its option (but shall not be required to) enter upon Facilities and/or the Site after 24 hours' prior written notice to the Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on the Lessee's behalf and put the same in good order, condition and repair. The Lessor shall have no liability to the Lessee for any damage, inconvenience, or interference with the use of the Facilities or the Site by the Lessee as a result of performing any such work.

ARTICLE 14 CONSTRUCTION, ALTERATIONS, ADDITIONS OR IMPROVEMENTS

14.1 By the Lessor. Unless specifically provided in this Lease Agreement, the Lessor shall have no obligation to construct or install any improvements in the Facilities, nor shall the Lessor be obligated to contribute to the cost or expense of any improvements, including improvements or alterations required by the ADA or seismic requirements or any other applicable law.

14.2 By the Lessee. All work done by the Lessee with respect to any addition, alteration or improvement shall be done in a good and workmanlike manner by properly qualified and licensed personnel approved by the Lessor, in writing, prior to commencement of the work, and such work shall be diligently completed. In the event the Lessor consents to the making of any alterations, additions or improvements to the Facilities or the Site by the Lessee, these shall be made by the Lessee at the Lessee's sole cost and expense and must be done in accordance with all applicable laws, including, but not limited to, any work or improvements under the ADA and applicable provisions of Title 24 of the United States Code that are required incident to, as a condition of, or as a result of any alterations, improvements, or additions installed or constructed by the Lessee, regardless whether such work must be conducted within or outside of the Facilities or on the Site. The Lessee acknowledges that the Lessor has made no representation or warranty regarding the ability of the Lessee to obtain permits or approval to install any additions or improvements in the Facilities or on the Site, nor has the Lessor made any representation or warranty regarding the anticipated cost of any addition or improvement, all of which the Lessee agrees shall be the responsibility of the Lessee to

fully investigate at the Lessee's sole cost and expense.

14.3 Indemnification. The Lessee shall keep the Facilities and the Site free and clear of any liens of any kind other than Permitted Liens, and the Lessee shall indemnify, defend against and keep the Authority, the Lessor and the Trustee free and harmless from all liability, loss damage, costs, attorneys' fees and any other expenses incurred on account of claims by any person performing work or furnishing materials or supplies for the Lessee or any person claiming under the Lessee, except for any claims caused by the gross negligence or willful misconduct of the Trustee or the Lessor.

14.4 No Removal of Lessee Improvements and Fixtures. Any alterations, additions or improvements to the Facilities, including but not limited to wall covering, paneling, and built-in cabinet work, but excepting movable furniture and trade fixtures, shall on the expiration of the Term become a part of the Facilities, as applicable, and at that time shall be and become the property of the Lessor and shall be surrendered with the Facilities and the Site. Upon the expiration or sooner termination of the Term, the Lessor may, by written notice, require the Lessee, at the Lessee's sole cost and expense, forthwith and with all due diligence to remove any and/or all alterations, additions or improvements made by the Lessee and return the Facilities and the Site to their original condition (which may include removal of telephone and network wiring); and the Lessee shall, no later than 10 days after termination, and with due diligence at its sole cost and expense, repair any damage to the Facilities or the Site caused by such removal.

14.5 Removal of Trade Fixtures and Personal Property. Lessee Property shall be and shall remain the property of the Lessee and may be removed by the Lessee at any time during the Term; provided that if any Lessee Property is removed, the Lessee shall promptly repair any damage to the Facilities or the Site resulting from such removal.

ARTICLE 15 INSURANCE

15.1 Insurance Coverage. The Lessee covenants and agrees to procure, keep and maintain throughout the term of this Lease Agreement, including any renewal term:

(a) Insurance (including builder's all-risk insurance during any period of construction at the Facilities) against loss or damage to any structure constituting any part of the Facilities by fire and lightning, with extended coverage and vandalism and malicious mischief insurance. Said extended coverage insurance shall, as nearly as practicable, cover loss or damage by explosion, windstorm, riot, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such insurance. All insurance provided pursuant to this subsection shall be in an amount equal to the lesser of (i) 100% of the replacement cost (without deduction for depreciation) of all buildings, structures and fixtures constituting any part of the Facilities, or (ii) the principal amount of the Bonds then Outstanding under the Indenture, and shall be subject to a deductible not to exceed \$100,000 per occurrence.

(b) Business interruption insurance to cover loss, total or partial, of the use of any structures constituting any part of the Facilities as the result of any of the hazards covered by the insurance required by Section 15.1(a), in an amount sufficient to pay the Rent for a period of at least 12 months. Proceeds of such insurance in the amount of at least 12 months of Rent shall be deposited with the Master Trustee into the "Insurance and Condemnation Proceeds Fund" established pursuant to the Master Trust Indenture.

(c) (i) general liability insurance of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate and (ii) worker's compensation insurance as required by the laws of the State.

15.2 Insurance Consultant Review. An Insurance Consultant shall review the insurance requirements of the Lessee with respect to the Facilities from time to time (but not less frequently than once every five years) commencing July 1, 2026. If such review indicates that the Lessee should increase any of the coverages required by Section 15.1(a) hereof, the Lessee shall review such recommendation with its Governing Body and shall increase such coverage; provided, however, that such coverage is available from reputable insurance companies at a reasonable cost on the open market.

15.3 Insurance Policy Requirements. The insurance policies required by Section 15.1 hereof shall be carried by insurance companies which are financially responsible and capable of fulfilling the requirements of such policies. All such policies (except liability policies) shall name the Lessor and the Master Trustee as loss payees or additional insureds as their interests may appear, as applicable. Each policy shall be in such form and contain such provisions as are generally considered standard for the type of insurance involved and shall contain a provision to the effect that the insurer shall not cancel or substantially modify the policy provisions without first giving at least 30 days' prior written notice thereof to the Lessor, the Authority, the Trustee and the Master Trustee.

15.4 Applications for Relief. The Lessee shall use its best efforts to apply for any grants, loans or other relief available from the State or the federal government to obtain amounts necessary to rebuild any portion of the Facilities destroyed or damaged in connection with an uninsured or underinsured calamity causing destruction or damage; provided, however, that the Lessee shall not be required to accept such amounts if doing so would jeopardize the integrity of the Lessee's programs.

15.5 Notice of Cancellation. No policy of insurance required of the Lessee under this Lease Agreement shall be cancelable or subject to reduction of coverage or other material modification except after 30 days' prior written notice thereof to the Lessor and the Trustee. In the event of such cancellation or reduction of coverage, the Lessee, within 15 days prior to the cancellation or modification of such policy, shall furnish the Lessor with a renewal or replacement policy so that at all times, the insurance coverage required of the Lessee under this Lease Agreement shall be maintained. If the Lessee shall fail to procure and maintain such insurance, the Lessor may, but shall not be required to, procure and maintain same, but only at the expense of the Lessee.

15.6 Waiver of Subrogation. To the extent not prohibited by or violative of any policy of insurance issued to the Lessor or the Lessee, each Party to this Lease Agreement waives the right to maintain a direct action against the other for damages covered by the respective insurance policies, whether or not such policies are actually in full force or effect at the time of any such claim. Such mutual waiver of subrogation shall apply only to the extent that proceeds are actually receivable under the applicable policy or policies and shall not apply to any portion of any claim that is not covered by the insurer by reason of a loss deductible provision or a denial of coverage.

ARTICLE 16 INDEMNIFICATION

16.1 By the Lessee. The Lessee shall indemnify, protect, defend, and hold the Authority, the Trustee, the Holders of the Bonds and the Lessor harmless against and from liability, claims, actions or proceedings of any kind for loss or damage to property of the Lessee or any other Person, or for any injury to or death of any person, arising out of: (a) the Lessee's use and occupancy of the Facilities and the Site, or any work, activity or other things allowed or suffered by the Lessee to be done in, on or about the Facilities or the Site; (b) any breach or default by the Lessee of any of the Lessee's obligations under this Lease Agreement; (c) any negligent or otherwise tortious act or omission of the Lessee, any Lessee Parties or contractors; or (d) theft. The Lessee shall at the Lessee's expense, and by counsel selected by the Lessor (subject to approval of applicable insurer(s) that have accepted coverage unconditionally and without reservation), defend the Authority, the Trustee, and the Lessor in any action or proceeding arising from any such claim and shall indemnify the Authority, the Trustee and the Lessor against all costs, attorney's fees, expert witness fees and any other expenses incurred in such action or proceeding. As a material part of the consideration for the Lessor's execution of this Lease Agreement, the Lessee hereby assumes all risk of damage or injury to any person or property in, on or about the Facilities or the Site from any cause except for risk resulting from the intentional or negligent conduct of the Trustee or the Lessor, or as is otherwise imposed by operation of law.

16.2 Regarding the Lessor. As material consideration to the Lessor, the Lessee agrees that the Lessor shall not be liable to the Lessee for any damage to the Lessee or the Lessee's property from any cause, and the Lessee waives all claims against the Lessor for damage to persons or property arising for any reason, except for damage resulting directly and solely from the Lessor's intentional or negligent conduct or breach of its express obligations under this Lease Agreement that the Lessor has not cured within a reasonable time after receipt of written notice of such breach from the Lessee.

16.3 Indemnification of Authority and Trustee; Acknowledgement of Joint and Several Obligation. The Lessee and the Lessor, as their joint and several obligation, shall indemnify the Authority and the Trustee under the provisions of Section 3.05 of the Loan Agreement, which obligation shall survive the termination of this Lease Agreement.

ARTICLE 17 DAMAGE OR DESTRUCTION

17.1 Master Trust Indenture Controlling. The provisions of Section 3.03 of the Master Trust Indenture shall control as to any damage to or destruction of all or part of the Facilities and/or the Site. The Lessee shall take any and all actions for or on behalf of the Lessor as may be required for the Lessor's observance and performance of the Lessor's obligations under said Section 3.03. If under any circumstance any conflict shall exist between the provisions of said Section 3.03 and this Lease Agreement, the provisions of said Section 3.03 shall be controlling for all purposes and provisions of this Lease Agreement.

ARTICLE 18 CONDEMNATION

18.1 Eminent Domain. The provisions of Section 3.03 of the Master Trust Indenture shall control as to any condemnation of all or part of the Facilities and/or the Site. The Lessee shall take

any and all actions for or on behalf of the Lessor as may be required for the Lessor's observance and performance of the Lessor's obligations under said Section 3.03. If under any circumstance any conflict shall exist between the provisions of said Section 3.03 and this Lease Agreement, the provisions of said Section 3.03 shall be controlling for all purposes and provisions of this Lease Agreement.

18.2 Lease Agreement Continues. If this Lease Agreement is not terminated by either the Lessor or the Lessee, then it shall remain in full force and effect as to the portion of the Facilities and the Site remaining after condemnation; provided the Base Rent shall be reduced in proportion to the reduction, if any, in Loan Repayments due to the partial redemption of Bonds as a result of the condemnation. In the event this Lease Agreement is not so terminated, then the Lessor shall, at the Lessor's sole cost, but only to the extent of compensation or severance damages received by the Lessor in connection with such condemnation, restore the Facilities, as applicable, to the quality and character as existed prior to the condemnation as soon as reasonably possible. The Lessee shall pay any amount in excess of such severance damages required to complete such repair.

ARTICLE 19 CERTAIN FINANCIAL COVENANTS

19.1 Payment Coverage Ratio. The Lessee covenants and agrees to calculate for each Fiscal Year its Payment Coverage Ratio based on its audited financial statements for such Fiscal Year, and to provide a copy of such calculation for such period to the Lessor and the Master Trustee annually commencing with the later of the (a) Fiscal Year ending June 30, 2023, and (b) Fiscal Year ending June 30 of the Fiscal Year in which this Lease Agreement is executed. The Lessee also covenants to maintain its Net Operating School Revenue so that its Payment Coverage Ratio at the end of each Fiscal Year is not less than 1.10 to 1.00; provided that, except as provided below, the Lessee's failure to achieve the required Payment Coverage Ratio will not constitute an Event of Default under this Lease Agreement if the Lessee promptly engages an Independent Consultant to prepare a report, to be delivered to the Lessee, the Lessor and the Master Trustee within 45 days of engagement, with recommendations for meeting the required Payment Coverage Ratio or, if in the opinion of the Independent Consultant the attainment of such level is impracticable, to the highest level attainable in such Fiscal Year. The Lessee, on behalf of the Obligated Group Schools, agrees to implement the recommendations of the Independent Consultant, to the extent permitted by law. In no event shall the Lessee be obligated to retain such an Independent Consultant more often than once during any 24-month period. The Lessee, on behalf of the Obligated Group Schools, agrees to implement the recommendations of the Independent Consultant, to the extent permitted by law. Notwithstanding the foregoing, the Lessee's failure to achieve a Payment Coverage Ratio of 1.00 to 1.00 will constitute an Event of Default under this Lease Agreement.

19.2 Days Cash on Hand Requirement.

(a) The Lessee shall calculate Consolidated Days Cash on Hand for the Obligated Group Schools as of the last day of each Fiscal Year, commencing with the later of the Fiscal Year ending June 30, 2023, and the immediately succeeding Fiscal Year commencing after the effective date of this Lease Agreement based upon its audited financial statements for such Fiscal Year and file such reports with the Master Trustee. For each calculation date, the Obligated Group Schools will maintain Days Cash on Hand as of the last day of each Fiscal Year equal to 45 days (each such requirement being a "Days Cash on Hand Requirement"). No proceeds of any Short-Term

Indebtedness will be considered unrestricted available cash for purposes of such calculation (other than the proceeds of any working capital loans made to bridge deferrals in State payments or start-up loans from the State or the California Department of Education). Any failure of the Obligated Group Schools to satisfy the Days Cash on Hand Requirement shall not constitute a default or Event of Default under this Lease Agreement.

(b) The Lessee shall provide a certificate to the Lessor and the Master Trustee at the time of delivery of its annual audited financial statements for each Fiscal Year indicating whether the Lessee, on behalf of the Obligated Group Schools, has met the requirement set forth in paragraph (a) of this Section 19.2. If the certificate indicates that such cash balance requirement has not been met, the Lessee covenants to retain an Independent Consultant at the expense of the Lessee, on behalf of the Obligated Group Schools, within 45 days, to make recommendations to increase such balances in the then-current Fiscal Year to the required level or, if in the opinion of the Independent Consultant the attainment of such level is impracticable, to the highest level attainable in such Fiscal Year. The Lessee, on behalf of the Obligated Group Schools, agrees to implement the recommendations of the Independent Consultant, to the extent permitted by law. Notwithstanding the foregoing, the Lessee shall not be obligated to retain such an Independent Consultant more often than once during any 24-month period.

19.3 Limitation on Liens on Gross School Revenues. Except as otherwise provided in this Lease Agreement or any related School Loan Agreement, the Lessee covenants and agrees that it will not create, assume or suffer to exist any lien upon or pledge of the Gross School Revenues.

19.4 Limitations on Obligated Group School Indebtedness. The Lessee covenants that it will not incur, assume or guarantee ("incur") any Obligated Group School Indebtedness (secured or unsecured), except Obligated Group School Indebtedness with respect to purposes benefiting the Lessee specifically, and except as provided in this Section 19.4.

(a) Long-Term Indebtedness may be incurred if, prior to the issuance of such Additional Indebtedness, an Independent Consultant selected by the Obligated Group Representative provides a written report to the Master Trustee setting forth projections which indicate that:

1. the Consolidated Payment Obligations Coverage Ratio for each of the three consecutive full Fiscal Years beginning in the earlier of:
 - a. the first full Fiscal Year following the estimated date of completion and initial use of all revenue-producing facilities to be financed with such Additional Indebtedness, based upon a certified written estimated completion date by the consulting engineer for such Facility or Facilities; or
 - b. the first full Fiscal Year in which the obligor of such Additional Indebtedness will have scheduled payments of interest on or principal of the Additional Indebtedness to be issued for the payment of which provision has not been made as indicated in the report of such Independent Consultant from proceeds of such Additional Indebtedness, investment income thereon or from other appropriate sources (other than Consolidated Net Operating School Revenue), provides for a Consolidated Payment Obligations Coverage Ratio, taking into

account all Outstanding Long Term Indebtedness and the Additional Indebtedness to be issued, of not less than 1.20:1.00; and

2. the Consolidated Payment Obligations Coverage Ratio for the Fiscal Year immediately preceding the assumption of the proposed Additional Indebtedness is calculated to be at least 1.10:1.00 in such Fiscal Year, or would have been greater than it would otherwise have been, absent such proposed Additional Indebtedness.

The report of the Independent Consultant shall take into account, as applicable, (1) the audited results of operations and verified enrollment of the Obligated Group Schools for the most recently completed Fiscal Year, (2) projected enrollment of the Obligated Group Schools and (3) Gross Revenues at the completion of such Facility or Facilities financed with such Additional Indebtedness. In addition, the report of the Independent Consultant shall assume that the Long Term Indebtedness then to be incurred shall have been outstanding for the entire year.

(b) Long Term Indebtedness may be incurred for the purpose of refunding any Outstanding Indebtedness, if prior to the incurrence thereof, there is delivered to the Trustee an Officer's Certificate demonstrating that (i) the Maximum Annual Debt Service will not increase by more than 10% after the incurrence of such proposed refunding Long Term Indebtedness and after giving effect to the disposition of the proceeds thereof; (ii) the total Debt Service on the Indebtedness being refinanced will not increase by more than 10% after the incurrence of such proposed refunding Long-Term Indebtedness and after giving effect to the disposition of the proceeds thereof; or (iii) the requirements of subsection (a)(i) above are met; provided that the foregoing shall not apply to any refinancing with Balloon Indebtedness.

(c) Short-Term Indebtedness may be incurred by any Member as long as the Short-Term Indebtedness is made payable from such Member's Gross Revenues.

(d) Indebtedness consisting of purchase money obligations with respect to any item of equipment related to the Facilities may be incurred without limitation.

(e) Indebtedness consisting of leases which are considered operating leases under generally accepted accounting principles, the term of which does not exceed two years, may be incurred without limitation, as well as any leases entered into by Lessee to accommodate some or all of the Charter School's operations prior to the end of the school year in which ELAC vacates the Site and Premises.

(f) Indebtedness consisting of operating leases for a charter school facility under generally accepted accounting principles, the term of which exceeds two years, may be incurred if, prior to the incurrence of such Indebtedness, an Independent Consultant selected by the Borrower provides a written report to the Trustee indicating that the Consolidated Payment Obligations Coverage Ratios required to be met under the Long-Term Indebtedness provisions set forth in paragraph (a) above are satisfied, assuming only for the purposes of such calculation that such operating lease Indebtedness constitutes additional Long-Term Indebtedness.

(g) Subordinated Indebtedness may be incurred without limitation.

19.5 Use of Public Moneys. The Lessee covenants that it will not use any public money, assets, and funds for support of the public school system that it receives through apportionments

from the State in a manner that conflicts with or constitutes on its part or on the part of the Charter Schools a violation or breach of any California statute, rule or regulation governing the use of those moneys.

19.6 Use of Intercept Moneys. The Lessee covenants that all funds subject to the Intercept shall be transferred only to the Trustee for the Bonds.

19.7 Subordination of Support Office Management Fees. So long as Bonds remain Outstanding:

(a) in connection with the internal policies and protocols established under any Support Office Management Agreements, and notwithstanding the terms thereof, the Lessee hereby agrees that (i) the payment of all Support Office Management Fees under any Support Office Management Agreements shall be subordinated to the Lessee's obligations for the payment of operating expenses of the Charter Schools, rent payments to the Lessor under this Lease Agreement and any School Loan Repayments under any applicable School Loan Agreement; (ii) the obligation of the Lessee to pay Support Office Management Fees relating to the Charter Schools shall be suspended for any such time as the payment of Support Office Management Fees would cause the Lessee to fail to meet any of the financial covenants contained in this Article 19; and (iii) during any period of time when Support Office Management Fees remain unpaid, such fees shall accrue without interest;

(b) the Lessee shall not enter into any Management Agreement for the payment of Support Office Management Fees to the Lessee or any supporting organization of the Lessee under Internal Revenue Code section 509(a)(3), or any of their respective affiliates, with respect to the Charter Schools, unless the Management Agreement provides that: (i) the payment of all Support Office Management Fees under such Management Agreement shall be subordinated to the Lessee's obligations for the payment of operating expenses of the Charter Schools, rent payments to the Lessor under this Lease Agreement and any School Loan Repayments under any applicable School Loan Agreement; (ii) the obligation of the Lessee to pay Support Office Management Fees relating to the Charter Schools shall be suspended for any such time as the payment of Support Office Management Fees would cause the Lessee to fail to meet any of the financial covenants contained in this Article 19; and (iii) during any period of time when Support Office Management Fees remain unpaid, such fees shall accrue without interest; and

(c) if the Lessee has not engaged a separate manager with respect to the Charter Schools, the Lessee agrees that it shall not apply any Gross School Revenues to costs and expenses of management unless and until all Rent is fully paid and the Loan is not in default.

19.8 Independent Consultants. Whenever this Lease Agreement provides for the retention or engagement of an Independent Consultant by the Lessee, such Independent Consultant will be engaged in the manner as set forth in this Section 19.8. Upon the selection by the Lessee of an Independent Consultant as required under the provisions of this Lease Agreement, the Lessor will notify the Obligated Group Representative, who will notify the Master Trustee of such selection. The Master Trustee is required to, as soon as practicable but in no case longer than five Business Days after receipt of notice, notify the Holders of all Outstanding Related Bonds of such selection. Such notice (which shall be provided by the Obligated Group Representative) will (a) include the name of the Independent Consultant and a brief description of the Independent Consultant, (b) state

the reason that the Independent Consultant is being engaged including a description of the covenant(s) of this Lease Agreement that require the Independent Consultant to be engaged, and (c) state that the Holder of the Outstanding Related Bonds will be deemed to have consented to the selection of the Independent Consultant named in such notice unless such Holder submits an objection to the selected Independent Consultant in writing (in a manner acceptable to the Master Trustee) to the Master Trustee within 15 days of the date that the notice is sent to the Holders. No later than two Business Days after the end of the 15-day objection period, the Master Trustee is required to notify the Obligated Group Representative of the number of objections. If 66.6% or more in aggregate principal amount of the Holders of the Outstanding Related Bonds have been deemed to have consented to the selection of the Independent Consultant, the Lessor is required to cause the Lessee to engage the Independent Consultant within three Business Days. If 33.4% or more in aggregate principal amount of the Holders of the Outstanding Related Bonds have objected to the Independent Consultant selected, the Lessee will select another Independent Consultant which may be engaged upon compliance with the procedures described herein.

ARTICLE 20

ASSIGNMENT AND SUBLETTING

20.1 Assignment by the Lessee.

(a) The Lessee shall not mortgage, pledge, hypothecate or encumber this Lease Agreement or any interest in this Lease Agreement. The Lessee shall not assign this Lease Agreement or sublet, or suffer any other Person (the agents, servants of the Lessee and Lessee Parties excepted) to occupy or use the Facilities or the Site, or any part thereof, or any right or privilege appurtenant thereto without the prior written consent of the Lessor first had and obtained, together with a written determination in form and substance satisfactory to them that such actions will have no material adverse effect on the tax status of the Tax-Exempt Bonds. The Lessor's consent to one assignment or subletting shall not be deemed to be a consent to any subsequent assignment or subletting, nor shall the Lessor's consent release the Lessee from any of its obligations under this Lease Agreement unless such consent expressly so provides. Any assignment, subletting, occupation or use without the prior written consent of the Lessor or without a written determination that such actions will have no material adverse effect on the tax status of the Tax-Exempt Bonds shall be void and, at the option of the Lessor, shall cause the termination of this Lease Agreement. Notwithstanding anything to the contrary in this Section 20.1, the Lessee shall have the right to assign this Lease Agreement to an entity of which the Lessee is the Sole Member and/or a supporting organization of the Lessee, in either case subject to the Lessee's general supervision and control. In no event shall such an assignment release the Lessee of or from any of its obligations under this Lease Agreement. Notwithstanding the foregoing, the Parties agree that Lessee may sublease the Project to ELAC for a term not to exceed June 14, 2024.

(b) Except as provided in this Section 20.1, no interest of the Lessee in this Lease Agreement shall be assignable by involuntary assignment through operation of law. Each of the following acts shall be considered an involuntary assignment: (i) if the Lessee is or becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or institutes proceedings under the United States Bankruptcy Code in which the Lessee is the debtor; or if the Lessee is a partnership or consists of more than one Person, if any partner of the partnership or other Person is or becomes bankrupt or insolvent, or makes an assignment for the benefit of creditors; or (ii) if a writ of attachment or execution is levied on this Lease Agreement; or (iii) if in any proceeding or action to

which the Lessee is a party, a receiver is appointed with authority to take possession of Facilities or the Site. An involuntary assignment shall constitute a default by the Lessee and the Lessor shall have the right to elect to terminate this Lease Agreement, in which case this Lease Agreement shall not be treated as an asset of the Lessee.

(c) No subletting or assignment (other than as expressly permitted under this Section 20.1) shall release the Lessee of or from any of its obligations under this Lease Agreement or alter the primary liability of the Lessee to pay the Rent and to perform all other obligations to be performed by the Lessee under this Lease Agreement. The acceptance of Rent by the Lessor from any other Person shall not be deemed to be a waiver by the Lessor of any provision of this Lease Agreement. The Lessor's consent to one assignment or subletting shall not be deemed to be consent to any subsequent assignment or subletting, nor shall the Lessor's consent release the Lessee of or from any of its obligations under this Lease Agreement unless such consent expressly so provides. In the event of default by an assignee or subtenant of the Lessee or any successor of the Lessee in the performance of any of the terms of this Lease Agreement, the Lessor may proceed directly against the Lessee without the necessity of exhausting remedies against such assignee, subtenant or successor.

(d) Either the Lessor or the Lessee may request the other's permission to license to a third party certain areas of the Facilities or the Site for uses, other than during regular school hours, by Persons for purposes that are determined to be consistent with the Charter Schools' mission, purpose and presence in the local community and not to constitute or result in the violation of any other covenant of the Lessor or the Lessee under the Loan Agreement or this Lease Agreement.

20.2 Assignment by the Lessor. Other than assignment to a lender (including to the Trustee), to which the Lessee hereby consents, or by the terms of applicable law, the Lessor shall not assign this Lease Agreement in whole or in part to any other party, without providing the Lessee with prior written notice. The Lessee acknowledges that the Property is subject to one or more Mortgages in favor of the Master Trustee and that certain of the Lessor's rights under this Lease Agreement are assigned to the Master Trustee as security for the Bonds.

ARTICLE 21 DEFAULT

21.1 Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease Agreement by the Lessee:

(a) the occurrence of an Event of Default under the Loan Agreement, the Indenture or the Mortgages;

(b) the Abandonment of the Facilities by the Lessee;

(c) the failure of the Lessee timely to vacate and surrender possession of the Facilities and the Site upon termination or expiration of the Lessee's right thereto or expiration or termination of this Lease Agreement;

(d) the failure by the Lessee to make any payment of Rent or any other payment required to be made by the Lessee (including without limitation any payment of Additional Rent) to or for the account of the Lessor under this Lease Agreement, as and when due;

(e) (i) becoming insolvent as defined by applicable State law; (ii) the making by the Lessee of any general assignment or general arrangement for the benefit of creditors; (iii) the filing by or against the Lessee of a petition to have the Lessee adjudged a bankrupt, or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the Lessee, the same is dismissed or withdrawn within 60 days); (iv) the appointment of a trustee or receiver to take possession of substantially all of the Lessee's assets located at the Facilities or on the Site or of the Lessee's interest in this Lease Agreement, where possession is not restored to the Lessee within 30 days; or (v) the attachment, execution or other judicial seizure of substantially all of the Lessee's assets located at the Facilities or on the Site or of the Lessee's interest in this Lease Agreement, where such seizure is not discharged in 30 days;

(f) the failure of the Lessee to timely observe or perform any other covenant, condition or provision of this Lease Agreement and such failure shall continue for a period of 30 days after written notice thereof by the Lessor to the Lessee; provided, however, that if the nature of the Lessee's default is such that more than 30 days are required for its cure, then the Lessee shall not be deemed to be in default if the Lessee commences such cure within said 30-day period and completes such cure within 60 days after such written notice;

(g) except as set forth in Section 4.2, the failure of the Lessee to maintain the charters to operate the Charter Schools in the Facilities and at the Site or otherwise comply with the requirements of the California Education Code and such failure continues for a period of 30 days after written notice thereof by the Lessor to the Lessee; provided, however, that if the nature of the Lessee's default is such that more than 30 days are required for its cure, then the Lessee shall not be deemed to be in default if the Lessee commences such cure within such 30-day period and completes such cure within 60 days after such written notice;

(h) failure of the Lessee to maintain the required Base Rent Coverage Ratio or Payment Coverage Ratio to the extent provided in Section 19.1; and

(i) the failure of the Lessee to make the payments required by Section 5.11.

ARTICLE 22 REMEDIES IN DEFAULT

22.1 Liability of the Lessee. In the event of any such default or breach by the Lessee, the Lessor may at any time thereafter, and without limiting any right or remedy that the Lessor may have by reason of such default or breach, now or later allowed by law, exercise any such right or remedy including but not limited to:

(a) recover from the Lessee all damages incurred by the Lessor by reason of the Lessee's default including, but not limited to: the cost of recovering possession of the Facilities; expenses of re-letting, including broker's commissions and necessary renovation and alteration of the Facilities, the remaining unamortized value of any improvement made to the Facilities for the Lessee for which the Lessor paid and any brokerage commission paid in connection with this Lease Agreement, amortized over the life of the Term; consequential damages, including damages caused by the loss of a new tenant that is caused by reason of delay in the Lessee's surrender of possession or loss of financing that is caused by the Lessee's delay in execution of an estoppel certificate or

subordination agreement;

(b) terminate the Lessee's right to possession of the Facilities by any lawful means and by providing no less than 30 days' written notice ("**Termination Notice Period**"), in which case this Lease Agreement shall terminate on the last day of the Termination Notice Period and the Lessee shall immediately surrender possession of the Facilities and the Site to the Lessor. In such event, the Lessor shall be entitled to recover from the Lessee all damages incurred by the Lessor by reason of the Lessee's default including, but not limited to, the cost of recovering possession of the Facilities and the Site; expenses of reletting, including necessary renovation and alteration of the Facilities, reasonable attorney's fees, any real estate commission actually paid; and the worth at the time of award of the amount by which the unpaid Base Rent for the balance of the Term after the time of such award exceeds the amount of such rental loss for the same period that the Lessee proves could be reasonably avoided; maintain the Lessee's right to possession, in which case this Lease Agreement shall continue in effect whether or not the Lessee shall have abandoned the Facilities. In such event the Lessor shall be entitled to enforce all of the Lessor's rights and remedies under this Lease Agreement, including the right to recover Base Rent and any other payments due the Lessor, the Trustee or the Holders of the Bonds under this Lease Agreement as the same become due under this Lease Agreement; and

(c) pursue any other remedy as of the date of this Lease Agreement or after the date of this Lease Agreement available to the Lessor under the laws or judicial decisions of the State.

22.2 Liability of the Lessor. Except as set forth in Article 4, the Lessor's liability to the Lessee shall be limited to a partial or total abatement of Base Rent or Operating Expenses based upon the level to which the Lessee's quiet enjoyment of the Facilities and the Site is prevented by the Lessor's default or the reasonable amount advanced by the Lessee to cure the Lessor default; provided, however, that in the event damage to the Lessee or Lessee Property results from the Lessor's willful misconduct or grossly negligent acts or omissions or breach of its express obligations under this Lease Agreement that the Lessor has not cured within a reasonable time after receipt of written notice of such breach from the Lessee, the Lessee shall have the right to pursue payment for the costs resulting from such damage under any of the Lessor's applicable insurance policies. Except as otherwise provided expressly in this Lease Agreement, the Lessor shall not be liable to the Lessee, or anyone claiming through or on behalf of the Lessee, for any special, indirect or consequential damages, including, without limitation, lost profits or revenues. In no event shall any individual partner, officer, shareholder, trustee, beneficiary, director, manager, member or similar party, of either the Lessor or the Lessee be liable to the other party, or anyone claiming by through or under the other party for the performance of or by a party under this Lease Agreement or any amendment, modification or agreement with respect to this Lease Agreement. In all other cases, the Lessee is entitled to pursue any remedy now or hereafter available under the laws or judicial decisions of the State including termination of this Lease Agreement.

ARTICLE 23 SUBORDINATION

23.1 Delivery of Subordination Documents. The Lessee covenants and agrees to execute and deliver, within 10 days of written demand from the Lessor or the Trustee, and in the form requested by the Lessor or the Trustee, any additional documents evidencing the priority or subordination of this Lease Agreement with respect to the Mortgages.

23.2 Subordination. Upon written request of the Lessor or the Trustee or any successor beneficiary under the Mortgages, the Lessee will in writing subordinate its rights under this Lease Agreement to the Mortgages.

23.3 Lease Is Subject to Mortgages. Without the necessity of any additional document being executed by the Lessee for the purpose of effecting a subordination, this Lease Agreement shall be subject and subordinate automatically and at all times to the lien of the Mortgages and to any other deed of trust now or hereafter entered into with respect to the Lessor or the Project. In the event that the Mortgages is foreclosed or a conveyance in lieu of foreclosure is made for any reason, the Lessee shall, notwithstanding any subordination, attorn to and become the Lessee of the successor-in-interest to the Lessor, at the option of such successor-in-interest; provided, however, that at the option of the Trustee or any successor beneficiary under the Mortgages, this Lease Agreement shall be terminated upon such foreclosure or conveyance.

ARTICLE 24

NOTICE

24.1 Means and Timing. Any notice given under this Lease Agreement shall be in writing and served either personally or sent by prepaid certified first-class mail, overnight delivery service, courier or electronic means addressed as set forth in Article 1. The Lessor and the Lessee may change their respective notice address by notification to the other party. Notice by mail shall be deemed to be communicated five Business Days from the date of mailing. Notice by overnight delivery service shall be deemed to be communicated three Business Days from the date of shipping. Notice by courier or electronic means shall be deemed to be communicated two Business Days from the date of transmittal.

24.2 The Trustee. Notwithstanding the provisions of Section 24.1, the Trustee shall not be required to take notice or be deemed to have notice of any default or breach pursuant to Section 21.1 unless a Responsible Officer of the Trustee has actual notice thereof or a Responsible Officer or the Trustee shall be specifically notified in writing. All notices or other instruments required by this Lease Agreement to be delivered to the Trustee must, in order to be effective, be delivered at the address of said Trustee provided for in Article 1, and, in the absence of such notice so delivered, the Trustee may conclusively assume that there is no default or breach under this Lease Agreement except as aforesaid. Upon receipt of notice of a default or breach under this Lease Agreement, the Trustee shall serve written notice of such default or breach upon the Lessee unless the Lessee has expressly acknowledged the existence of such default or breach in a writing delivered by the Lessee to the Trustee or filed by the Lessee in any court.

ARTICLE 25

WAIVER

25.1 Effect of Waiver, Consent or Approval. No delay or omission in the exercise of any right or remedy by the Lessor or the Lessee shall impair either's right or remedy or be construed as a waiver. Neither the Lessor's consent to or approval of any act by the Lessee requiring the Lessor's consent or approval nor the Lessee's consent to or approval of any act by the Lessor requiring the Lessee's consent shall be deemed to waive or render unnecessary the Lessor's consent

to or approval of any subsequent act by the Lessee or the Lessee's consent to or approval of any subsequent act by the Lessor. Any waiver by the Lessor or the Lessee of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease Agreement.

ARTICLE 26 GOVERNMENT ENERGY OR UTILITY CONTROLS

26.1 Restrictions on Use or Consumption. In the event of imposition of federal, State or local government controls, rules, regulations or restrictions on the use or consumption of energy or other utilities during the Term, both the Lessor and the Lessee shall be bound thereby. In the event of a difference in interpretation by the Lessor and the Lessee of any such controls, the interpretation of the Lessor shall prevail, and the Lessor shall have the right to enforce compliance therewith, including, subject to the provisions of Section 4.4, the right of entry into the Facilities and the Site to effect compliance.

ARTICLE 27 ADDITIONAL COVENANTS

27.1 Additional Covenants. The Lessee hereby covenants:

- entity;
 - (a) to maintain books and records separate from any other unrelated Person or
 - (b) to maintain its accounts separate from any other unrelated Person or entity;
 - (c) not to commingle assets with those of any other unrelated entity;
 - (d) to conduct its own business in its own name;
 - (e) to pay its own liabilities out of its own funds;
 - (f) to observe all corporate formalities;
 - (g) to maintain an arm's-length relationship with its Affiliates;
 - (h) to pay the salaries of its own employees and maintain a sufficient number of employees in light of its contemplated business operations;
 - (i) not to guarantee or become obligated for the debts of any other entity or hold out its credit as being available to satisfy the obligations of others, except to the extent permitted hereunder;
 - (j) not to acquire obligations or securities of its partners or members, if any;
 - (k) to allocate fairly and reasonably any overhead for shared office space;

- (l) to use separate stationery, invoices, and checks;
- (m) except as otherwise expressly permitted hereunder, not to pledge its assets for the benefit of any other entity or make any loans or advances to any entity;
- (n) to hold itself out as a separate entity;
- (o) to correct any known misunderstanding regarding its separate identity; and
- (p) to maintain adequate capital in light of its contemplated business operations.

ARTICLE 28

MISCELLANEOUS PROVISIONS

28.1 The Lessor's Consent. Except where otherwise stated to the contrary in this Lease Agreement, any consent required by the Lessor under this Lease Agreement must be granted in writing and may be withheld or conditioned by the Lessor in its reasonable discretion.

28.2 The Lessee's Consent. Except where otherwise stated to the contrary in this Lease Agreement, any consent required by the Lessee under this Lease Agreement must be granted in writing and may be withheld or conditioned by the Lessee in its reasonable discretion.

28.3 The Lessor's Successors. In the event of a sale or conveyance by the Lessor of the Facilities and the Site, such sale or conveyance shall operate to release the Lessor from any liability under this Lease Agreement, except as to any issues arising out of or related to Hazardous Substances, and in such event the Lessor's successor in interest shall be solely responsible for the Lessor's obligations under this Lease Agreement.

28.4 Interpretation. This Lease Agreement shall be construed and interpreted in accordance with the laws of the State. When required by the content of this Lease Agreement, the singular shall include the plural, and any gender-related identifier shall include all gender-related identifiers. The enforceability, invalidity or illegality of any provision of this Lease Agreement shall not render the other provisions of this Lease Agreement unenforceable, invalid or illegal. Any ambiguity in this Lease Agreement shall not be interpreted against the Lessor or the Lessee. Deletions or strike-outs from the original text shall not be used in interpreting the meaning of the remaining text.

28.5 Addenda. If any provision contained in an addendum to this Lease Agreement is inconsistent with any other provision of this Lease Agreement, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

28.6 Survival of Lessor's Representations and Warranties. All representations and warranties by the Lessor, as well as all agreements by the Lessor to indemnify or hold the Lessee harmless, shall survive the termination of this Lease Agreement.

28.7 Survival of Lessee's Representations and Warranties. All representations and

warranties by the Lessee, as well as all agreements by the Lessee to indemnify or hold the Authority, Lessor and Trustee harmless, shall survive the termination of this Lease Agreement.

28.8 Attorneys' Fees. In the event of any action or proceeding brought by the Lessor or the Lessee against the other under or with respect to this Lease Agreement, the prevailing party in such action or proceeding shall be entitled to recover all costs and expenses, including reasonable attorneys' fees incurred on account of such action or proceeding. Wherever referenced in this Lease Agreement, any attorney's fees recoverable by the Lessor or the Lessee shall be reasonable and shall include the attorney's costs and expenses associated with such fees.

28.9 Consent. Notwithstanding anything contained in this Lease Agreement to the contrary, the Lessee does not waive the right to any claim against the Lessor for money damages by reason of any refusal, withholding or delaying by the Lessor of any consent, approval or statement of satisfaction with respect to any obligation requiring such consent under this Lease Agreement. In such event, the Lessee is entitled to any equitable or legal remedy provided under the law of or any judicial discretion in the State.

28.10 Third-Party Beneficiaries. Notwithstanding anything contained in this Lease Agreement to the contrary, the Authority, the Trustee and any beneficiary under the Mortgages shall be third-party beneficiaries of this Lease Agreement. For so long as the Bonds are Outstanding, this Lease Agreement may be amended, waived or modified only in accordance with the terms of the Master Indenture, the Indenture and the Loan Agreement.

28.11 Estoppel.

(a) By the Lessee. The Lessee shall, within 10 Business Days after the Lessor's request from time to time, sign and deliver to the Lessor a certificate in such form as the Lessor shall require in conformity with the provisions of this Section 27.11, directed to such Person(s) as the Lessor shall request, containing any or all of the following statements (identifying in reasonable detail any exceptions that may exist at the time), as requested by the Lessor: (i) this Lease Agreement has not been amended, constitutes the entire agreement between the Lessor and the Lessee relating to the Facilities and the Site, and is in full force and effect (with a copy of the entire Lease Agreement and all amendments attached as exhibit(s), if requested by the Lessor); (ii) the Lessor has fully performed all of the Lessor's agreements in this Lease Agreement; (iii) neither the Lessor nor the Lessee is in default under this Lease Agreement and to the best of the Lessee's knowledge no facts or circumstances exist that, with the passage of time or the giving of notice, would constitute defaults under this Lease Agreement by the Lessor or the Lessee, and the Lessee has no offsets, defenses, claims, counterclaims or recoupment rights against the Lessor's enforcement of this Lease Agreement; (iv) there are no unfulfilled conditions to the Lessee's obligations under this Lease Agreement; (v) the Lessee has no rights to the Facilities or the Site except as stated in this Lease Agreement; (vi) the Lessee has paid all rent required to be paid under this Lease Agreement; (vii) the Commencement Date or any other then-ascertainable date relevant to this Lease Agreement; (viii) the date when the Term shall expire; (ix) confirmation that this Lease Agreement is subordinate to any underlying financing; (x) confirmation of the exact location and size (in rentable square feet) of the Facilities and the Site and that the Lessee has entered into occupancy of the Facilities and the Site; (xi) all property attached to the Facilities and the Site owned by the Lessee; and (xii) such other matters as the Lessor shall request. The Lessee irrevocably appoints the Lessor as the Lessee's attorney-in-fact to execute such a writing if the Lessee shall fail to do so within 10 Business Days

after the Lessor's request.

(b) By the Lessor. Upon notice by the Lessee, provided that the Lessee is not in default under this Lease Agreement, the Lessor agrees to deliver to the Lessee, within 10 Business Days, an estoppel certificate similar in form and scope to the estoppel certificate required of the Lessee under the provisions of paragraph (a) of this Section 27.11, to the extent applicable under the circumstances in the Lessor's reasonable judgment.

28.12 Counterparts. This Lease Agreement may be executed in multiple counterparts, all of which shall constitute one and the same Lease Agreement.

28.13 Cumulative Remedies. No remedy or election under this Lease Agreement shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies or elections at law or in equity.

28.14 Delay in Enforcement. The Lessor and the Lessee may delay the enforcement or fail to enforce any or all of their respective rights under this Lease Agreement without waiving or relinquishing any or all of those rights.

28.15 Inability to Perform. This Lease Agreement and the obligations of the Lessor and the Lessee under this Lease Agreement shall not be affected or impaired because the Lessor and/or the Lessee are unable to fulfill any of their respective obligations under this Lease Agreement or is delayed in doing so, if such delay, hindrance or prevention is caused by reason of strike, labor troubles, acts of God, inability to procure materials, earthquake, failure of power, restrictive governmental law or regulations, riots, insurrection, terrorism, war, unforeseen concealed conditions, severe weather or other reason of a like nature not the fault of the party so delayed, hindered or prevented from performance. In any event, the provisions of this Section 27.15 shall be limited to the Lessor's and/or the Lessee's inability to fulfill any of their respective obligations under this Lease Agreement for a period of not more than 180 days.

28.16 Headings, Captions and Titles. The headings, captions and titles of this Lease Agreement are not a part of this Lease Agreement and shall have no effect upon the construction or interpretation of any provision of this Lease Agreement.

28.17 Plats and Riders. Clauses, plats and riders, if any, signed by the Lessor and the Lessee and endorsed on or affixed to this Lease Agreement are a part of this Lease Agreement.

28.18 Prior Agreements. This Lease Agreement contains all of the agreements of the Lessor and the Lessee with respect to any matter covered or mentioned in this Lease Agreement, and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease Agreement may be amended or added to except by an agreement in writing signed by the Lessor and the Lessee or their respective successors in interest.

28.19 Severability. Any provision of this Lease Agreement that shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision of this Lease Agreement and such other provision shall remain in full force and effect.

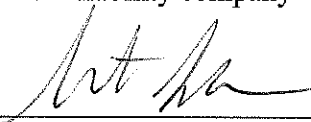
28.20 Successors and Assigns. The covenants and conditions contained in this Lease

Agreement, subject to the provisions of this Lease Agreement as to assignment, apply to and bind the respective successors, administrators and assigns of the Lessor or the Lessee, as applicable.

28.21 Traffic Control. The Lessee shall solely be responsible for the preparation of any and all required traffic plans as a result of the Lessee's use of the Facilities and the Site, and the Lessor shall be responsible for compliance with all applicable traffic requirements, including but not limited to the installation of traffic signals.

(Signature page follows)

LA PROMISE FUND FACILITY LLC,
a California limited liability company

By 
Stephen Prough, Authorized Signatory

[Signature Page to Lease -
Russell Westbrook Why Not? Academy 2021 – Obligated Group]

LA PROMISE FUND, a California
nonprofit public benefit corporation company

By 
Veronica Melvin, Chief Executive Officer

[Signature Page to Lease -
Russell Westbrook Why Not? Academy 2021 – Obligated Group]

EXHIBIT A
LEASED PREMISES AND LEGAL DESCRIPTION

Real property located in the City of South Gate, County of Los Angeles, State of California, and more particularly described as follows:

PARCEL 1 OF PARCEL MAP NO. 45, IN THE CITY OF SOUTH GATE, AS SHOWN ON A MAP FILED IN BOOK 153 PAGES 94 AND 95 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE SOUTHEASTERLY 230 FEET OF PARCEL 1, MEASURED AT RIGHT ANGLES FROM THE SOUTHEASTERLY LINE OF SAID PARCEL 1, OF PARCEL MAP NO. 45, AS SHOWN ON A MAP FILED IN BOOK 153 PAGES 94 AND 95 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO EXCEPT THEREFROM ALL SUBSURFACE WATER AND WATER RIGHTS THAT HAVE BEEN DEVELOPED AND FOR MANY YEARS UTILIZED ON SAID LAND, WITHOUT THE RIGHT OF SURFACE ENTRY, AS CONDEMNED BY THE CITY OF SOUTH GATE, SUPERIOR COURT CASE NO. C411663, A CERTIFIED COPY OF THE FINAL ORDER OR CONDEMNATION RECORDED SEPTEMBER 28, 1983 AS INSTRUMENT NO. 83-1144066.

For conveyancing purposes only: APN 6204-033-009

EXHIBIT B
SCHEDULE OF RENT PAYMENTS

	Russell Westbrook Why Not? Middle School CDS: 19-10199-0134361				Russell Westbrook Why Not? High School CDS: 19-10199-0135582				TOTAL
				[A+B+C]				[E+F+G]	[D+H]
	[A]	[B]	[C]	[D]	[E]	[F]	[G]	[H]	[I]
Date	Base Rent	R&R Fund	Additional Rent	Total MS Rent	Base Rent	R&R Fund	Additional Rent	Total HS Rent	TOTAL MONTHLY RENT
6/20/2024	-	1,678.06	549.02	2,227.08	-	2,488.94	814.31	3,303.25	5,530.33
7/20/2024	-	1,678.06	549.02	2,227.08	-	2,488.94	814.31	3,303.25	5,530.33
8/20/2024	-	1,678.06	549.02	2,227.08	-	2,488.94	814.31	3,303.25	5,530.33
9/20/2024	-	1,678.06	549.02	2,227.08	-	2,488.94	814.31	3,303.25	5,530.33
10/20/2024	-	1,678.06	549.02	2,227.08	-	2,488.94	814.31	3,303.25	5,530.33
11/20/2024	-	1,678.06	548.93	2,226.99	-	2,488.94	814.19	3,303.13	5,530.12
12/20/2024	47,366.13	1,678.06	549.02	49,593.21	70,254.71	2,488.94	814.31	73,557.96	123,151.17
1/20/2025	47,366.13	1,678.06	549.02	49,593.21	70,254.71	2,488.94	814.31	73,557.96	123,151.17
2/20/2025	47,366.13	1,678.06	549.02	49,593.21	70,254.71	2,488.94	814.31	73,557.96	123,151.17
3/20/2025	47,366.13	1,678.06	549.02	49,593.21	70,254.71	2,488.94	814.31	73,557.96	123,151.17
4/20/2025	47,366.13	1,678.06	549.02	49,593.21	70,254.71	2,488.94	814.31	73,557.96	123,151.17
5/20/2025	47,366.12	1,678.06	549.02	49,593.20	70,254.68	2,488.94	814.31	73,557.93	123,151.13



Community Development Department

Meredith T. Elguira, Director of Community Development

8650 California Avenue, South Gate, CA 90280-3004

P: (323) 563-9566

E: melguira@sogate.org

www.cityofsouthgate.org

December 6, 2023

SENT VIA ELECTRONIC MAIL TO
info@lapromisefund.org
veronicam@lapromisefund.org

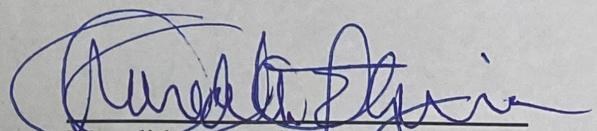
LA Promise Fund
1933 S Broadway Suite 1108
Los Angeles, CA 90007

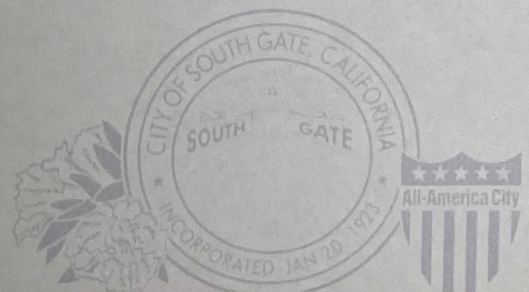
**Re: LA Promise Fund's Certificate of Occupancy
2340 and 2310 Firestone Boulevard**

Dear LA Promise Fund:

The City of South Gate Planning Department ("City") has been working with LA Promise Fund ("LAPF") to oversee the development of tenant improvements at 2340 and 2310 Firestone Boulevard, South Gate, California ("the Site"), in accordance with LAPF's plans to use the Site as educational facilities for its charter schools, Russell Westbrook Why Not? Middle School and Russell Westbrook Why Not? High School (the "Schools"). LAPF has submitted a complete set of plans for its proposed improvements, and been issued building permits by the City.

The City hereby confirms that, upon completion of the School's tenant improvements performed in compliance with the approved plans and permit, and approval of that work by the City after a final inspection by the South Gate Building Inspector, the City will issue a Certificate of Occupancy to LAPF for the Site.


Meredith T. Elguira
Community Development Director



WESTBROOK ACADEMY*Multi-Year Budget Detail*

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	1	2	3
	2024-25	2025-26	2026-27
Enrollment	400	532	625
ADA	360.00	478.80	562.50
ADA %	90%	90%	90%
UPP	95%	95%	95%
Income			
8011-8098 · Local Control Funding Formula Sources			
8011 Local Control Funding Formula	4,393,142	6,013,216	7,229,119
8012 Education Protection Account	72,000	95,760	112,500
8019 Local Control Funding Formula - Prior Year			
8096 In Lieu of Property Taxes	1,262,747	1,679,453	1,973,042
8098 In Lieu of Property Taxes, Prior Year			
Total 8011-8098 · Local Control Funding Formula Sources	5,727,889	7,788,429	9,314,660
8100-8299 · Federal Revenue			
8181 Special Education - Federal (IDEA)	43,000	100,000	133,000
8221 Child Nutrition - Federal	-	-	-
8223 CACFP Supper	-	-	-
8291 Title I	223,679	297,493	395,666
8292 Title II	27,530	36,615	48,698
8294 Title III	-	-	-
8295 Title IV, SSAE	-	-	-
8296 Title IV, PCSGP	-	-	-
8297 Facilities Incentive Grant	-	-	-
8299 All Other Federal Revenue	-	-	-
Total 8100-8299 · Other Federal Income	294,209	434,108	577,364
8300-8599 · Other State Revenue			
8520 Child Nutrition - State	-	-	-
8550 Mandate Block Grant	8,476	14,075	19,406
8561 State Lottery - Non Prop 20	66,553	88,515	103,989
8562 State Lottery - Prop 20	27,072	36,006	42,301
8560 Lottery Revenue	93,625	124,522	146,290
8587 State Grant Pass-Through	-	-	-
8591 SB740	514,053	627,756	752,105
8592 State Mental Health	29,131	38,744	45,518
8593 After School Education & Safety	-	-	-
8594 Supplemental Categorical Block Grant	-	-	-
8595 Expanded Learning Opportunity Program	-	175,763	168,170
8596 Prop 28 Arts & Music	-	-	-
8599 State Revenue - Other	741,533	712,038	-
Total 8300-8599 · Other State Income	1,386,819	1,692,898	1,131,488
8600-8799 · Other Local Revenue			
8631 Sale of Equipment & Supplies	-	-	-
8634 Food Service Sales	-	-	-
8650 Leases & Rentals	-	-	-
8660 Interest & Dividend Income	-	-	-
8662 Net Increase (Decrease) in Fair Value of Investments	-	-	-
8681 Intra-Agency Fee Income	-	-	-
8682 Childcare & Enrichment Program Fees	-	-	-
8689 All Other Fees & Contracts	-	-	-

WESTBROOK ACADEMY*Multi-Year Budget Detail*

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	1	2	3
	2024-25	2025-26	2026-27
8692 Grants	750,000	750,000	750,000
8694 In Kind Donations	-	-	-
8695 Contributions & Events	-	-	-
8696 Other Fundraising	-	-	-
8697 E-Rate	-	-	-
8698 SELPA Grants	-	-	-
8699 All Other Local Revenue	1,000,000	200,000	-
8792 Transfers of Apportionments - Special Education	295,200	392,616	461,250
Total 8600-8799 • Other Income-Local	2,045,200	1,342,616	1,211,250
Prior Year Adjustments			
8999 Other Prior Year Adjustment	-	-	-
Total Prior Year Adjustments	-	-	-
TOTAL INCOME	9,454,117	11,258,051	12,234,763
Expense			
1000 • Certificated Salaries			
1110 Teachers' Salaries	1,830,535	2,095,451	2,158,314
1120 Teachers' Hourly	63,569	65,476	67,440
1170 Teachers' Salaries - Substitute	71,746	73,898	76,115
1175 Teachers' Salaries - Stipend/Extra Duty	191,297	193,007	196,314
1211 Certificated Pupil Support - Librarians	-	-	-
1213 Certificated Pupil Support - Guidance & Counseling	358,372	369,123	455,197
1215 Certificated Pupil Support - Psychologist	100,566	103,583	106,690
1299 Certificated Pupil Support - Other	-	-	-
1300 Certificated Supervisors' & Administrators' Salaries	481,844	496,300	511,189
1900 Other Certificated Salaries	-	-	-
Total 1000 • Certificated Salaries	3,097,928	3,396,837	3,571,259
2000 • Classified Salaries			
2111 Instructional Aide & Other Salaries	361,436	372,279	418,407
2121 After School Staff Salaries	-	-	-
2131 Classified Teacher Salaries	-	-	-
2200 Classified Support Salaries	172,902	137,227	141,344
2300 Classified Supervisors' & Administrators' Salaries	70,399	72,511	74,687
2400 Classified Office Staff Salaries	311,295	320,634	330,253
2900 Other Classified Salaries	203,916	210,034	249,455
Total 2000 • Classified Salaries	1,119,948	1,112,685	1,214,145
3000 • Employee Benefits			
3111 STRS - State Teachers Retirement System	-	-	-
3212 PERS - Public Employee Retirement System	-	-	-
3213 PARS - Public Agency Retirement System	-	-	-
3311 OASDI - Social Security	261,508	279,590	296,695
3331 MED - Medicare	61,159	65,388	69,388
3401 H&W - Health & Welfare	454,056	503,821	565,126
3501 SUI - State Unemployment Insurance	15,509	17,336	16,524
3601 Workers' Compensation Insurance	-	-	-
3751 OPEB, Active Employees	-	-	-
3901 Other Retirement Benefits	84,358	90,190	95,708
3902 Other Benefits	-	-	-
Total 3000 • Employee Benefits	876,590	956,325	1,043,442

WESTBROOK ACADEMY*Multi-Year Budget Detail*

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	1	2	3
	2024-25	2025-26	2026-27
4000 • Supplies			
4111 Core Curricula Materials	20,895	28,743	33,126
4211 Books & Other Reference Materials	30,802	40,828	48,059
4311 Student Materials	256,931	338,453	396,781
4351 Office Supplies	12,000	15,960	18,750
4371 Custodial Supplies	25,000	25,500	26,010
4391 Food (Non Nutrition Program)	37,375	40,448	40,713
4392 Uniforms	59,000	78,709	92,756
4393 PE & Sports Equipment	60,398	67,690	76,452
4395 Before & After School Program Supplies	-	-	-
4399 All Other Supplies	54,456	73,160	85,455
4390 Other Supplies	211,229	260,008	295,375
4411 Non Capitalized Equipment	80,000	83,031	84,357
4711 Nutrition Program Food & Supplies	-	-	-
4713 CACFP Supper Food & Supplies	-	-	-
Total 4000 • Supplies	636,858	792,523	902,458
5000 • Operating Services			
5211 Travel & Conferences	13,000	14,023	14,125
5311 Dues & Memberships	15,592	20,930	25,141
5451 General Insurance	-	-	-
5511 Utilities	294,240	300,125	306,127
5521 Security Services	-	-	-
5531 Housekeeping Services	6,651	6,784	6,920
5599 Other Facility Operations & Utilities	21,787	22,222	22,667
5611 School Rent - Private Facility	772,089	1,922,814	1,870,560
5613 School Rent - Prop 39	-	-	-
5619 Other Facility Rentals	-	-	-
5621 Equipment Lease	13,790	14,066	14,347
5631 Vendor Repairs	15,150	15,453	15,762
5812 Field Trips & Pupil Transportation	597,447	626,496	803,981
5821 Legal	17,616	23,898	28,637
5823 Audit	25,000	25,500	26,010
5831 Advertisement & Recruitment	50,000	50,000	50,000
5841 Contracted Substitute Teachers	110,568	123,325	123,325
5842 Special Education Services	615,663	815,376	932,739
5843 Non Public School	-	-	-
5844 After School Services	45,000	57,692	69,231
5849 Other Student Instructional Services	-	-	-
5852 PD Consultants & Tuition	181,485	201,755	150,070
5854 Nursing & Medical (Non-IEP)	7,789	10,415	12,198
5859 All Other Consultants & Services	185,458	220,017	241,345
5861 Non Instructional Software	82,755	107,024	124,660
5865 Fundraising Cost	-	-	-
5871 District Oversight Fees	57,279	77,884	93,147
5872 Special Education Fees (SELPA)	10,146	14,778	17,828
5881 Intra-Agency Fees	286,394	233,653	465,733
5895 Bad Debt Expense	-	-	-
5898 Uncategorized Expense	-	-	-

WESTBROOK ACADEMY*Multi-Year Budget Detail*

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	1	2	3
	2024-25	2025-26	2026-27
5899 All Other Expenses	22,011	30,231	34,996
5911 Office Phone	3,280	3,346	3,413
5913 Mobile Phone	-	-	-
5921 Internet	18,969	19,349	19,736
5923 Website Hosting	3,000	3,060	3,121
5931 Postage & Shipping	12,000	12,240	12,485
5999 Other Communications	-	-	-
Total 5000 · Operating Services	3,484,158	4,972,456	5,488,303
6000 · Capital Outlay			
6901 Depreciation Expense	27,004	19,565	6,207
6911 Amortization Expense - Lease Assets			
6912 Amortization Expense - Other			
6999 Capital Outlay			
Total 6000 · Capital Outlay	27,004	19,565	6,207
7000 · Other Outgo			
7438 Interest Expense	-	-	-
Total 7000 · Other Outgo	-	-	-
TOTAL EXPENSE	9,242,486	11,250,391	12,225,814
NET INCOME	211,631	7,660	8,949
Beginning Cash Balance	3,964,079	3,133,736	2,981,838
Cash Flow from Operating Activities			
Net Income	211,631	7,660	8,949
Change in Accounts Receivable			
Prior Year Accounts Receivable	643,322	1,122,046	1,340,836
Current Year Accounts Receivable	(1,122,046)	(1,340,836)	(1,403,018)
Change in Due from	-	-	-
Change in Accounts Payable	(20,415)	(19,394)	(18,425)
Change in Due to	(327,328)	61,800	50,700
Change in Accrued Vacation	-	-	-
Change in Payroll Liabilities	-	-	-
Change in Prepaid Expenditures	(2,609)	(2,739)	(2,876)
Change in Deposits	-	-	-
Change in Deferred Revenue	(239,902)	-	-
Change in Other Long Term Assets	-	-	-
Change in Other Long Term Liabilities	-	-	-
Depreciation Expense	27,004	19,565	6,207
Cash Flow from Investing Activities			
Capital Expenditures	-	-	-
Cash Flow from Financing Activities			
Source - Sale of Receivables	-	-	-
Use - Sale of Receivables	-	-	-
Source - Loans	-	-	-
Use - Loans	-	-	-
Ending Cash Balance	3,133,736	2,981,838	2,964,211
Month with Lowest Ending Cash Balance	Mar: \$2,585,172	Mar: \$1,951,306	Dec: \$1,075,403
5% Reserve Goal	462,124	562,520	611,291



~~**Russell Westbrook Why Not? High School**~~

Westbrook Academy

Charter Petition

Submitted by:

LA Promise Fund
1933 S. Broadway, Suite 1108
Los Angeles, CA 90007
Telephone (213) 745-4928

Submitted to:

Los Angeles County Office of Education
Charter School Office
Education Center West
12830 Columbia Way-ECW 221
Downey, CA 90242

on December 1, 2020

Material Revision Submitted on March 8, 2024

Charter Renewal Petition for a 5-year Term

July 1, 2021 to June 30, 2026

TABLE OF CONTENTS

AFFIRMATIONS AND DECLARATION	5
CHARTER SCHOOL COMPLIANCE WITH LEGAL REQUIREMENTS	17
CHARTER RENEWAL CRITERIA	33
CHARTER RENEWAL: LA PROMISE CHARTER HIGH SCHOOL MEETS CRITERIA FOR RENEWAL FOR ANOTHER FIVE-YEAR TERM	33
ELEMENT 1 – EDUCATIONAL PROGRAM	69
VISION & MISSION	69
OUR APPROACH	71
EDUCATIONAL MODEL	73
CHARTER SCHOOL ANNUAL GOALS AND ACTIONS TO ACHIEVE STATE PRIORITIES	75
COMMUNITY INTEREST AND STUDENTS TO BE SERVED	75
AN EDUCATED PERSON IN THE 21ST CENTURY – STUDENT LEARNING OUTCOMES	79
HOW LEARNING OCCURS AT RWWNHS WA	80
INSTRUCTIONAL DESIGN & CURRICULUM	87
STATE STANDARDS ALIGNED CURRICULUM	89
Middle School Course Sequence	91
HIGH SCHOOL COURSE SEQUENCE	91
GRADUATION REQUIREMENTS	93
AP Placement	96
Course Descriptions	96
LEARNING IN CORE CLASSES	124
SCHEDULE AND INSTRUCTIONAL TIME	134
PLANS FOR DIVERSE LEARNERS	141
ENGLISH LANGUAGE PROFICIENCY ASSESSMENT	144
PERFORMANCE LEVEL DESCRIPTORS	144
ENGLISH LANGUAGE DEVELOPMENT	148
INTEGRATED ENGLISH LANGUAGE DEVELOPMENT	148
PROFESSIONAL DEVELOPMENT	161
ELEMENT 2 – MEASURABLE PUPIL OUTCOMES AND	166
ELEMENT 3 – METHOD BY WHICH PUPIL PROGRESS TOWARD OUTCOMES WILL BE MEASURED	166
ELEMENT 4. GOVERNANCE STRUCTURE	185
NON-PROFIT PUBLIC BENEFIT CORPORATION	185
LA PROMISE FUND BOARD OF DIRECTORS	185
LA PROMISE FUND GOVERNANCE STRUCTURE	190

BUSINESS AND OPERATIONS MANAGEMENT	190
SCHOOL PRINCIPAL	190
PARENT ADVISORY COMMITTEE	191
PARENT SCHOOL CLIMATE SURVEY	194
ELEMENT 5. EMPLOYEE QUALIFICATIONS	195
EQUAL EMPLOYMENT OPPORTUNITY	195
PERSONNEL	195
TEACHER QUALIFICATIONS	195
HIRING/SELECTION PROCESS	196
EMPLOYEE QUALIFICATIONS FOR KEY EMPLOYEES AND MINIMAL RESPONSIBILITIES	196
ELEMENT 6. HEALTH AND SAFETY	223
ELEMENT 7. STUDENT POPULATION BALANCE	228
ELEMENT 8. ADMISSION POLICIES AND PROCEDURES	231
INTENT TO ENROLL	231
OPEN ENROLLMENT PERIOD	232
LOTTERY PREFERENCES	233
LOTTERY PROCEDURES	233
COMMUNICATION	234
ELEMENT 9. ANNUAL FINANCIAL AUDIT	235
ELEMENT 10. SUSPENSION AND EXPULSION PROCEDURES	236
SUSPENSION AND EXPULSION POLICY	237
STUDENTS WITH DISABILITIES	239
ELEMENT 11. RETIREMENT SYSTEM	259
RETIREMENT RIGHTS AND SYSTEMS	259
STAFF RESPONSIBLE FOR ENSURING COVERAGE OF BENEFITS	259
ELEMENT 12. ATTENDANCE ALTERNATIVES	260
ELEMENT 13. RETURN RIGHTS OF EMPLOYEES	261
ELEMENT 14. MANDATORY DISPUTE RESOLUTION	262
INTERNAL DISPUTES	263
ELEMENT 15. CHARTER SCHOOL CLOSURE	263
MISCELLANEOUS CHARTER PROVISIONS	265
BUDGET AND FINANCIAL REPORTING	265
ADMINISTRATIVE SERVICES	266
FACILITIES	266
POTENTIAL CIVIL LIABILITY EFFECTS	266
AMENDMENTS	267

Affirmations and Declaration

As the authorized lead petitioners, we, Donna Jacobson and Veronica Melvin, hereby certify that the information submitted in this renewal petition for a California public charter school, Russell Westbrook Why Not? High School (formerly “LA’s Promise Charter High School #1” and “LAPCHS” now referred to as “RWWNHS” or the “Charter School”), operated by LA Promise Fund (“LAPF”), authorized by the Los Angeles County Board of Education (“LACBOE”) with oversight by the Los Angeles County Office of Education (“LACOE”) (collectively, the “County” or “Chartering Authority”) and to be located within the boundaries of Los Angeles Unified School District (“LAUSD” or the “District”), is true to the best of our knowledge and belief. We also certify that this petition does not constitute the conversion of a private school to the status of a public charter school; and further, we understand that if awarded a charter, the Charter School will follow any and all federal, state, and local laws and regulations that apply to the Charter School, including but not limited to:

- The Charter School shall meet all statewide standards and conduct the student assessments required, pursuant to Education Code §60605, and any other statewide standards authorized in statute, or student assessments applicable to students in non-charter public schools. Education Code §47605(d)(1).
- LA Promise Fund declares that it shall be deemed the exclusive public school employer of the employees of LA Promise Charter High School for purposes of the Educational Employment Relations Act. Education Code §47605(c)(6).
- The Charter School shall be non-sectarian in its programs, admissions policies, employment practices, and all other operations. Education Code §47605(e)(1).
- The Charter School shall not charge tuition. Education Code §47605(e)(1).
- The Charter School shall admit all students who wish to attend the Charter School, unless the Charter School receives a greater number of applications than there are spaces for students, in which case it will hold a public random drawing to determine admission. Except as required by Education Code §47605(e)(2), admission to the Charter School shall not be determined according to the place of residence of the student or of that student’s parent or legal guardian within the State. Preference in the public random drawing shall be given as required by Education Code §47605(e)(2)(B)(i)-(iv). In the event of a drawing, the chartering authority shall make reasonable efforts to accommodate the growth of the Charter School in accordance with Education Code §47605(e)(2)(C). Education Code §47605(e)(2)(A)-(C).
- The Charter School shall not discriminate on the basis of the characteristics listed in Education Code §220 (actual or perceived disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in §422.55 of the Penal Code, including immigration status, or association with an individual who has any of the aforementioned characteristics). Education Code §47605(e)(1).
- The 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.
- The Charter School shall meet all requirements for employment set forth in applicable provisions of law, including, but not limited to credentials, as necessary and as applicable to charter schools. Title 5 California Code of Regulations §11967.5.1(f)(5)(C).

- The Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. Education Code §§47605(l) and 47605.4(a).
- The Charter School shall at all times maintain all necessary and appropriate insurance coverage.
- The Charter School shall, for each fiscal year, offer at a minimum, the number of minutes of instruction per grade level as required by Education Code §47612.5(a)(1)(A)-(D).
- The Charter School shall meet or exceed the legally required minimum number of school days. Title 5 California Code of Regulations §11960.
- If a pupil is expelled or leaves the Charter School without graduating or completing the school year for any reason, the Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including report cards or a transcript of grades, and health information. If the pupil is subsequently expelled or leaves the school district without graduating or completing the school year for any reason, the school district shall provide this information to the Charter School within 30 days if the Charter School demonstrates that the pupil had been enrolled in the Charter School. Education Code §47605(e)(3). The Charter School shall maintain accurate and contemporaneous written records that document all pupil attendance and make these records available for audit and inspection. Education Code §47612.5(a)(2).
- The Charter School may encourage parental involvement, but shall notify the parents and guardians of applicant pupils and currently enrolled pupils that parental involvement is not a requirement for acceptance to, or continued enrollment at, the Charter School. Education Code §47605(n).
- The Charter School shall, on a regular basis, consult with its parents and teachers regarding the Charter School's educational programs. Education Code §47605(d).
- The Charter School shall comply with any applicable jurisdictional limitations to the locations of its facilities. Education Code §§47605 and 47605.1.
- The Charter School shall comply with all laws establishing the minimum and maximum age for public school enrollment. Education Code §§47612(b) and 47610.
- The Charter School shall comply with all applicable portions of the Elementary and Secondary Education Act ("ESEA"), as reauthorized and amended by the Every Student Succeeds Act ("ESSA").
- The Charter School shall comply with the Public Records Act.
- The Charter School shall comply with the Family Educational Rights and Privacy Act ("FERPA").
- The Charter School shall comply with the Ralph M. Brown Act.
- The Charter School shall comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1.
- The Charter School shall comply with the Political Reform Act.

Westbrook Academy

Charter School Compliance with Legal Requirements Enacted after Charter was Last Renewed for 2021-2027 Term (Ed. Code §47607(b).)

Governing Law: “Renewals... of charters are governed by the standards and criteria in Section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.” (Education Code Section 47607(b).)

<u>Effective Date</u>	<u>Legal Citation/Description</u>	<u>How the Charter School has Met the Requirement</u>
<u>January 1, 2025</u>	<u>SB 428 – Expands an employer’s authority to seek a temporary restraining order on behalf of its employees to include employees who have suffered harassment</u>	<u>The Charter School will seek temporary restraining orders on behalf of employees as appropriate</u>
<u>July 1, 2024</u>	<u>SB 553 – Requires the school to develop and maintain an effective workplace violence prevention plan consistent with Labor Code Section 6401.9 and requires related training and reporting</u>	<u>The Charter School is in the process of developing this policy and will adopt this policy by July 1, 2024.</u>
<u>July 1, 2024</u>	<u>SB 274 – Prohibits suspension of students based upon “willful defiance” in grades 6-12 until July 1, 2029</u>	<u>The Charter School has amended its suspension and expulsion policy to reflect this change (See Element 10)</u>
<u>January 1, 2024</u>	<u>AB 275 – Permits governing body of a charter school to compensate a student member of the governing body, either with elective course credit or financial compensation</u>	<u>The Charter School governing body does not currently include a student member.</u>
<u>January 1, 2024</u>	<u>AB 370 – Amends requirements for students to achieve “state seal of biliteracy”</u>	<u>The Charter School will comply as applicable.</u>

<u>January 1, 2024</u>	<u>AB 1605 – Requires charter schools that provide on campus access to employers also permit access to military services</u>	<u>The Charter School will permit military services representatives on campus to the same extent it permits other employers</u>
<u>January 1, 2024</u>	<u>AB 800 – Requires public high schools to observe “workplace readiness week” and requires schools to share basic labor rights information with minors seeking a work permit</u>	<u>The Charter School will incorporate required workplace readiness information in its programming</u>
<u>January 1, 2024</u>	<u>AB 5 – Provides that schools must provide at least 1 hour of required LGBTQ cultural competency training to teachers and classified employees, beginning in school year 2025-26</u>	<u>The Charter School will provide the required training beginning in 2025-26</u>
<u>January 1, 2024</u>	<u>AB 659 – Requires schools to provide notice to parents advising students to adhere to immunization guidelines regarding HPV when they advance to 8th grade</u>	<u>The Charter School will include the required information in its annual notices to parents</u>
<u>January 1, 2024</u>	<u>AB 1651 – Requires storage of emergency epinephrine auto-injectors to be stored in an accessible location and include that location in annual notices</u>	<u>The Charter School stores epinephrine auto-injectors in compliance with this law</u>
<u>January 1, 2024</u>	<u>AB 1283 – Requires that a school that maintains a stock of albuterol inhalers to comply with certain requirements regarding training, notices, and storage</u>	<u>The Charter School will comply, as applicable</u>
<u>January 1, 2024</u>	<u>AB 230 – Expands access to free menstrual products in school restrooms to schools serving students in grades 3-12</u>	<u>The Charter School serves students in grades 6-12 and provides free menstrual products in restrooms as required</u>

<u>January 1, 2024</u>	<u>AB 1653 – Amends requirements related to the school’s emergency action plan for its athletic program to include location of emergency medical equipment and rehearsals of procedures to be followed in the event of sudden cardiac arrest, concussion, and heat illness</u>	<u>The Charter School has amended its emergency action plan to reflect these changes</u>
<u>January 1, 2024</u>	<u>SB 88 – Provides that the school must require background checks and other qualifications for individuals providing transportation services to students</u>	<u>The Charter School will comply, as applicable</u>
<u>January 1, 2024</u>	<u>AB 1327 – Requires schools that participate in the California Interscholastic Federation to post an incident form developed by CDE on their website to receive complaints of discrimination or hazing</u>	<u>The Charter School will provide the incident form on its website after the CDE develops the form</u>
<u>January 1, 2024</u>	<u>AB 245 – Requires athletic coach training to include recognition of the signs and symptoms of and response to concussion, heat illness, and cardiac arrest</u>	<u>The Charter School will comply, as applicable</u>
<u>January 1, 2024</u>	<u>AB 611 – Requires a charter school to notify parents within 14 days of becoming aware that a contractor nonpublic school or agency’s certification status has changed</u>	<u>The Charter School will provide notice to parents with students attending nonpublic agencies and schools as required.</u>
<u>January 1, 2024</u>	<u>SB 760 – Requires schools to maintain at least one all-gender restroom with signage indicating the restroom is available to all genders.</u>	<u>The Charter School has designated one all-gender bathroom and posted appropriate signage.</u>

<u>January 1, 2024</u>	<u>AB 373 – Requires charter school that operates an “intersession program” to grant priority access to foster children and homeless youth</u>	<u>The Charter School will prioritize foster children and homeless youth in any intersession programs</u>
<u>January 1, 2024</u>	<u>SB 350 – Increases excused absences for a student to attend funeral services or grieve the death of a family member to five days</u>	<u>The Charter School will amend its attendance policy to reflect this change</u>
<u>January 1, 2024</u>	<u>SB 348 – Requires schools to provide each student adequate time to eat as determined by the school in consideration of available guidance</u>	<u>The Charter School provides adequate time for students to eat meals.</u>
<u>January 1, 2024</u>	<u>SB 291 – Requires schools to provide supervised and unstructured recess of at least 30 minutes per regular school day and at least 15 minutes per early release day. This recess shall be distinct from physical education or mealtimes</u>	<u>The Charter School will meet these requirements if it provides recess.</u>
<u>January 1, 2024</u>	<u>SB 10 – Requires schools serving grades 7-12 to include opioid overdose response plans in their annual safety plan.</u>	<u>The Charter School will amend its school safety plan to include the required information</u>
<u>January 1, 2024</u>	<u>SB 671 – Requires schools to include procedures to assess and respond to reports of threats against the school in their annual safety plan</u>	<u>The Charter School will amend its school safety plan to include procedures in response to threats against the school or school events</u>
<u>January 1, 2024</u>	<u>SB 609 – Requires LEAs to post the school’s current LCAP to the California School Dashboard</u>	<u>The Charter School will report its LCAP on the Dashboard.</u>
<u>January 1, 2024</u>	<u>SB 323 – Provides that the school safety plan must address and include adaptations for students with disabilities</u>	<u>The Charter School will amend its school safety plan to include adaptations for students with disabilities.</u>

<u>January 1, 2024</u>	<u>AB 446 – Amends California course of study requirements to include instruction in cursive or joined italics in grades 1-6</u>	<u>The Charter School will consider whether cursive instruction should be included in its 6th grade curriculum. The Charter School does not serve students in grades 1-5.</u>
<u>January 1, 2024</u>	<u>AB 1076 – Voids existing noncompete agreements in employment contracts and prohibits them going forward</u>	<u>The Charter School does not use noncompete clauses in its employment contracts and will not do so in the future.</u>
<u>January 1, 2024</u>	<u>SB 700 – Prohibits employers from requesting information from an applicant regarding that applicant’s prior use of cannabis</u>	<u>The Charter School’s employment application process does not include any questions related to the applicant’s prior use of cannabis.</u>
<u>January 1, 2024</u>	<u>SB 616 – Requires employers to provide at least 5 days or 40 hours of paid sick leave each year</u>	<u>The Charter School provides its employees 10 days or 80 hours of paid sick leave.</u>
<u>January 1, 2024</u>	<u>AB 1722 – Provides parameters under which an LEA may employ a licensed vocational nurse rather than school nurse</u>	<u>The Charter School contracts with an outside vendor to provide nursing services as needed.</u>
<u>January 1, 2024</u>	<u>AB 285 – Amends California course of study requirements to include climate change emphasis</u>	<u>The Charter School will incorporate a climate change emphasis in its curriculum.</u>
<u>October 8, 2023</u>	<u>SB 531 – Amends requirements for work experience contractors to obtain criminal records summaries</u>	<u>The Charter School does not currently offer work experience programs.</u>

<u>September 25, 2023</u>	<u>AB 1078 – Expands the protections of the Safe Place to Learn Act to apply to all acts of the governing board or body of the LEA and requires that LEAs include materials that accurately portray the cultural and racial diversity of our society when adopting instructional materials. Also provides certain protections against censorship of curriculum and materials</u>	<u>The Charter School governing body will comply with Safe Place to Learn Act requirements and will ensure any adopted curriculum includes an accurate portrayal of cultural and racial diversity.</u>
<u>September 13, 2023</u>	<u>SB 141 – Adds “long-term English Learners” to list of significant student subgroups subject to Dashboard training</u>	<u>The Charter School will monitor and report data regarding long-term English learners.</u>
<u>January 1, 2023</u>	<u>AB 58 – Requires updated suicide prevention policies aligned with CDE model policy by January 2025</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2023</u>	<u>AB 408 – Requires LEAs to establish homeless education program policies addressing the rights of homeless youth and update these policies every 3 years. This bill also requires certain training of staff regarding homeless student policies</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2023</u>	<u>AB 452 – Requires annual parental notification about California’s child access prevention laws and laws relating to the safe storage of firearms at the beginning of the regular school term.</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2023</u>	<u>AB 558 – Guidance for serving non-school-aged children breakfast and snack at K-6 schools</u>	<u>The Charter School affirms that it complies with this law, as applicable to the grade levels served.</u>

<u>January 1, 2023</u>	<u>AB 740 – Awards a foster child’s educational rights holder, attorney, and county social worker the same right as a parent or guardian to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2023</u>	<u>AB 748 – Requires that schools create a poster that identifies approaches and shares resources regarding pupil mental health. The poster must be displayed prominently and they must be age appropriate and culturally relevant.</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2023</u>	<u>AB 1810 – Details the Charter School’s treatment and accommodation of students with seizure disorders</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2023</u>	<u>AB 2158 – Requires ethics training for Board members starting 1/1/25</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2023</u>	<u>AB 2232 – HVAC requirements, inspections, standards for carbon dioxide monitors in all classrooms</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>

<u>January 1, 2023</u>	<u>AB 2329 – Authorizes a local educational agency to enter into a memorandum of understanding with a nonprofit eye examination provider to provide noninvasive eye examinations at any school site. The bill requires a school to provide parents and guardians with an opportunity to opt out their child from receiving these eye care services.</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2023</u>	<u>AB 2355 – Requires a school district, county office of education, or charter school to report any cyberattack, as defined, impacting more than 500 pupils or personnel to the California Cybersecurity Integration Center.</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2023</u>	<u>AB 2638 – Requires water bottle filling stations with modernization projects, notification of rights</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2023</u>	<u>SB 906 – Requires local educational agencies to include information related to the safe storage of firearms in an annual notification provided to the parents or guardians of pupils. The bill further requires middle and high school employees to report threats to law enforcement.</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2023</u>	<u>SB 941 – Authorizes inter-LEA agreements for teaching STEM and dual language immersion</u>	<u>The Charter School affirms that it will comply with this law, as applicable.</u>
<u>January 1, 2023</u>	<u>SB 955 – Excused absence for attending political events</u>	<u>The Charter School affirms that it updated its attendance policy accordingly.</u>

<u>January 1, 2023</u>	<u>SB 1397 – Extends 30 day sub permits to 60 days until 7/1/23</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2023</u>	<u>SB 1479 – COVID testing plans and reporting</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>September 27, 2022</u>	<u>AB 185 – Expenditure report deadlines for Learning Recovery COVID funds, independent study, CTE for graduation extension</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>July 1, 2022</u>	<u>SB 328 – Adopted in 2019 but effective as of July 1, 2022, this law prohibits high schools from starting before 8:20 a.m. and middle schools from starting before 8 a.m.</u>	<u>The Charter School begins school at 8:30 a.m. in high school grades and 8:00 a.m. in middle school grade. Sample bell schedules are included in the submitted charter petition.</u>
<u>February 19, 2022</u>	<u>AB 181 – TK staff ratio and credentials, graduation requirements, independent study, parent advisory committees, 60 day sub permits</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2022</u>	<u>AB 367 – Menstrual products in restrooms by 2022-23</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2022</u>	<u>AB 516 – Excused absence for attending cultural ceremony or event</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2022</u>	<u>AB 101 – Add ethnic studies course to high school course requirements beginning in 2025-26 school year</u>	<u>The Charter School is investigating and developing ethnic studies curriculum for the 2024-25 and will implement in 2025-26 school year at the latest.</u>
<u>January 1, 2022</u>	<u>AB 599 – Williams Inspection school list criteria, list in 2021-22, 2022-23, then every 3 years</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2022</u>	<u>AB 643 – Schools must notify Apprenticeship Programs of College/Career fairs</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>

<u>January 1, 2022</u>	<u>AB 824 – Students in high school permitted on county and charter schools boards starting in 2023</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2022</u>	<u>SB 274 – Requirements regarding the format of governing board agenda packets that are available to the public</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2022</u>	<u>AB 1352 – Schools may request info/cybersecurity assessment by Military Department</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2022</u>	<u>SB 97 – Schools must make Type 1 diabetes info available to parents starting 1/1/23</u>	<u>This law is applicable to schools serving students in the elementary grades, which Westbrook Academy does not.</u>
<u>January 1, 2022</u>	<u>SB 224 – Mental health included in MS and HS Health classes</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2022</u>	<u>SB 400 – Requires homeless liaisons to identify homeless students refer for services</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2022</u>	<u>AB 685 – Employers must notify DPH and all their staff if COVID outbreak occurs at site</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2022</u>	<u>AB 2017 – Allows sick leave to be used to attend to sick family members</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2022</u>	<u>AB 2992 – Expands protection from retaliation for domestic violence-related time-off</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>October 8, 2021</u>	<u>SB 14 - Mental/Behavioral health included in absence due to illness</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>September, 29 2021</u>	<u>AB 27 – Schools must identify homeless students, post contact info for liaison and resources</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>

<u>September 23, 2021</u>	<u>AB 167 – Extends audit deadline to 1/31/22, A-G grants, 60 day subs, ELO, IS, LCAP</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>July 9, 2021</u>	<u>AB 130 – Dashboard, IS policies, two free meals, charter term extension, nonclassroom-based charter moratorium extension, requires CAASPP testing</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>July 1, 2021</u>	<u>SB 390 – expands requirement to include security guards at charter schools to complete training course regardless of numbers of hours worked per week.</u>	<u>The Charter School does not currently have security guards on campus.</u>
<u>March 5, 2021</u>	<u>AB 86 – Report COVID cases, post COVID Safety Plan on website, money for returning to in-person</u>	<u>The Charter School affirms that it complies with this law, as applicable.</u>
<u>January 1, 2021</u>	<u>AB 1 – Adds new requirements for all youth tackle football programs, including restrictions on practices, required coach certification and trainings, concussion and head injury education, etc.</u>	<u>The Charter School does not currently offer youth tackle football.</u>

Charter School Compliance with Legal Requirements

Governing Law: “Renewals... of charters are governed by the standards and criteria in Section 47605, and shall include, but not be limited to, a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed.” (Education Code Section 47607(b).)

<u>July 1, 2022</u>	<u>SB 328 Education Code Section 46148 requires school days to start no earlier than 8:30 a.m. for high schools and no earlier than 8:00 a.m. for middle schools.</u>	<u>The Charter School affirms that it shall comply with these laws.</u>
<u>July 1, 2021</u>	<u>SB 390 Expands requirement to include security guards at charter schools</u>	<u>The Charter School affirms that it shall comply with these laws.</u>

	to complete training course regardless of numbers of hours worked per week.	
January 1, 2021	AB 1 Adds new requirements for all youth tackle football programs, including restrictions on practices, required coach certification and trainings, concussion and head injury education, preparation of factsheet related to opioids, licensed medical professional at games, establishing divisions organized by relative age or weight or both.	Not applicable; the Charter School does not offer a youth tackle football program.
October 1, 2020	SB 316 Education Code Section 215.5 requires all public schools that issue student identification cards in grades 7-12 to include telephone number of the National Domestic Violence Hotline or local domestic violence hotline on either side of the identification card.	The Charter School will print the National Domestic Violence Hotline or local domestic violence hotline phone number on student identification cards commencing October 1, 2020.
July 1, 2020	AB 34 Education Code Section 234.6, <i>et al.</i> , requires each LEA to post on website policies and procedures on suicide prevention for grades K-12, definition of discrimination and harassment based on sex, Title IX information, sexual harassment policy, hate violence prevention (if exists), anti-discrimination, harassment, bullying policies, anti-cyberbullying policies, section on social media bullying, and link to statewide resources.	The Charter School will post all required policies and procedures on the school website.
July 1, 2020	AB 1172 Requires LEAs contracting with non-public schools (NPS) to (1) conduct onsite visit to the NPS before placement if the LEA does not have any students enrolled at the NPS at the time of the placement, and (2) a minimum of one onsite monitoring visit during each school year when the	If the Charter School contracts with NPS, it shall comply with all applicable requirements.

	LEA has a pupil attending and must report findings to the CDE within 60 calendar days of the visit. An LEA contracting with an NPS shall ensure behavioral training at NPS occurs and certify same to the CDE.	
July 1, 2020	AB 1767 Education Code Section 215 requires governing body of an LEA that serve students in K-6, inclusive, before the beginning of the 2020-21 school year, to adopt at a regular board meeting, and update, a policy on suicide prevention, intervention, and postvention that specifically addresses the needs of high-risk groups, and ensure it is age-appropriate and developed in consultation with appropriate professionals and stakeholders.	The Charter School has adopted an age-appropriate policy in accordance with all applicable requirements.
July 1, 2020	SB 419 Education Code Sections 48900 and 48901.1 prohibit willful defiance as a suspendable offense for students in grades kindergarten through 5 in charter schools (indefinitely) and for grades 6 through 8 in charter schools (through 7/1/2025).	The Charter School's suspension and expulsion policy reflects this requirement.
January 1, 2020	AB 1595 Requires charter schools offering interscholastic athletic programs to acquire at least one automated external defibrillator. Adds requirements to school safety plan.	If the Charter School participates in any interscholastic athletic programs, it shall acquire at least one automated external defibrillator. The Charter School has adopted a school safety plan consistent with all applicable requirements.
January 1, 2020	AB 1354 Education Code Section 48647 requires the county office of education, which includes charter schools that serve juvenile school pupils, to provide timely and required transition activities and transfer of records for students	Not applicable.

	who enter the juvenile court school.	
January 1, 2020	<p>AB 1319 Education Code Section 48204.7 requires LEAs, including charter schools, to allow pupils who are migratory children who no longer satisfy the residency requirement to continue their education by attending their school of origin or a school within the school district of origin for the duration of the pupil's status as a pupil who is a migratory child. If status changes during a school year: K-8 students stay in school of origin through that academic year; 9-12 stay through graduation. New school must immediately enroll regardless of outstanding fees, fines, etc., or if student doesn't have all enrollment records.</p>	The Charter School affirms that it shall comply with these laws.
January 1, 2020	<p>AB 947 Education Code Sections 56353 and 56354 authorizes LEAs to consider elements of the expanded core curriculum, as defined, when developing IEPs for a pupil who is blind, has low vision, or is visually impaired.</p>	The Charter School shall comply through its policies and procedures.
January 1, 2020	<p>AB 982 Education Code Sections 47606.2 and 48913.5 require teachers to provide homework that would have been assigned to a student (grades 1 to 12) suspended for 2+ schooldays, upon request of parent/guardian/other educational right holder; if homework assignment requested and turned into the teacher upon return from suspension or within timeframe prescribed by the teacher, whichever is later, is not graded before end of the term, the assignment shall not be included in student's overall calculation of student's grade; charter petition must include statement that suspension procedures will include above requirements.</p>	The Charter School's suspension and expulsion policy reflects this requirement.

January 1, 2020	<p>AB 711 Education Code Sections 47070 and 49062.5 require LEAs to update a former pupil's records to include updated legal name or gender if LEA receives a "government issued document" and to reissue any documents conferred on the pupil, if requested.</p>	The Charter School affirms it shall comply.
January 1, 2020	<p>AB 605 Education Code Section 56040.3 requires LEAs to provide continued access to assistive technology to a student in the home or other settings pursuant to the student's IEP after the student disenrolls until alternative arrangements can be made or until 2 months have elapsed from the date the student disenrolled, whichever date is first.</p>	The Charter School affirms that it shall comply.
January 1, 2020	<p>AB 543 Education Code Sections 231.5 and 231.6 require a copy of the sexual harassment policy to be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session, as applicable; schools with students in grades 9-12 must create a poster that notifies students of the policy prominently and conspicuously displayed in each bathroom and locker room at the schoolsite, in accordance with all applicable content requirements.</p>	The Charter School affirms that it shall provide all required information.
January 1, 2020	<p>AB 189 Penal Code Section 11165.7 adds qualified autism service providers, professionals, and paraprofessionals to the list of mandated reporters.</p>	The Charter School affirms that it shall comply with these laws.
January 1, 2020	<p>AB 1507 Education Code Section 47605.1 removes authority of a charter school to locate outside the jurisdiction or geographic</p>	The Charter School affirms that it shall comply with these laws.

	<p>boundaries of the authorizing school district if a site or facility is unavailable where the charter school chooses to locate or if the site is needed for temporary use during a construction or expansion project; allows a charter school that established one site outside the boundaries of the authorizing school district, but within the county, before 1/1/2020, to continue operating that site until submission of a renewal request, at which time the charter school must obtain written approval from the school district where the site is operating; authorizes relocation if located within area subject to a Presidential declaration of a major disaster or emergency; authorizes a charter school to establish one resource center, meeting space, or satellite facility within the jurisdiction of the school district where the charter school is physically located if specified conditions are met, and prohibits State Board of Education from waiving these restrictions.</p>	
January 1, 2020	<p>AB 1505 Two-year moratorium on establishment of any new nonclassroom-based charter schools.</p>	<p>The Charter School affirms it shall comply with all of these requirements:</p>
July 1, 2020	<p>Various changes to governing law for charter petitions; additional reasons for an authorizer to deny a petition for new or existing (only if proposing to expand) charter school; requires same credentialing requirements as school district teachers, with provision for all current charter school teachers to obtain required certificates and authorizations by 7/1/2025; revised charter renewal requirements to account for new CA School Dashboard.</p>	

October 12, 2019	SB 265 Education Code Section 49557.5 requires certain LEAs, including charter schools, that provide meals through National School Lunch Program or School Breakfast Program to ensure that a student is not denied a reimbursable meal because the parent/guardian has unpaid meal fees and to ensure that the student is not shamed or treated differently.	The Charter School will comply with these requirements through internal policies and procedures, and any necessary training of Charter School staff.
July 1, 2019	SB 75 Various changes to governing law for charter petitions; limits charter petition description to State Priorities 2-8; additional admission and enrollment protections for selected groups.	The Charter School affirms it shall comply with all applicable requirements.
July 1, 2019	SB 126 Created new Education Code Section 47604.1 which includes new requirements for compliance with the Brown Act (including meeting location), Public Records Act, Political Reform Act, and Government Code Section 1090.	The Charter School affirms that it complies with these requirements.
July 1, 2019	SB 972 Education Code Section 215.5 requires charter schools that serve students in grades 7-12 and that issue pupil identification cards to print the National Suicide Prevention Lifeline phone number on those identification cards commencing July 1, 2019.	The Charter School began complying with these requirements at the beginning of the 2019-20 school year.
January 1, 2019	AB 406 Education Code Section 47604 prohibits a charter school that submits an establishment charter petition, a material revision, or a renewal petition on or after July 1, 2019, from being operated as, or by, a for-profit corporation, for-profit educational management organization, or for-profit charter management organization, and prohibits	The Charter School is operated by a California nonprofit public benefit corporation, as identified throughout the charter.

	<p>charter schools from entering into a subcontract to avoid these requirements.</p>	
January 1, 2019	<p>AB 1747 Education Code Sections 47605(b)(5)(F)(ii) and (iii) require a charter petition to include a reasonably comprehensive description of a school safety plan, and that the school safety plan be reviewed and updated by March 1 of every year by the charter school.</p>	<p>The Charter School has developed a school safety plan, in compliance with all applicable requirements, and shall ensure that it is reviewed and updated by March 1 of every year.</p>
January 1, 2019	<p>AB 1871 Commencing with the 2019–20 school year, Education Code Section 47613.5 requires a charter school to provide each needy pupil with one nutritionally adequate free or reduced-price meal during each school day.</p>	<p>The Charter School began providing these meals beginning in the 2016–17 school year.</p>
January 1, 2019	<p>AB 2601 Commencing with the 2019–20 school year, Education Code Section 51931 requires charter schools to ensure that all pupils in grades 7 to 12, inclusive, receive comprehensive sexual health education and HIV prevention education.</p>	<p>The Charter School began complying with these requirements at the beginning of the 2019–20 school year.</p>
January 1, 2019	<p>AB 1248 Education Code Section 35183.1 allows students to wear traditional tribal regalia or recognized objects of religious or cultural significance as an adornment at school graduation ceremonies.</p>	<p>The Charter School complies with these requirements through internal policies and procedures, and any necessary training of Charter School staff.</p>
January 1, 2019	<p>AB 1974 Education Code Section 49041 prohibits a charter school from collecting debt from a student or former student, unless emancipated at the time the debt is incurred, and prohibits a charter school from taking a negative action against a student or former student because of a debt owed; these provisions do not apply to debt owed as a result</p>	<p>The Charter School complies with these requirements through internal policies and procedures, and any necessary training of Charter School staff.</p>

	of vandalism to cover the replacement cost of school books, supplies, or property loaned to a student.	
January 1, 2019	<p>AB 2009</p> <p>A charter school that offers an interscholastic athletic program must (1) ensure that there is a written emergency action plan with procedures to be followed in the event of sudden cardiac arrest or other medical emergency related to the athletic program's activities or events; (2) acquire, commencing July 1, 2019, at least one automatic emergency defibrillator ("AED") for the to be available on campus, and to ensure proper maintenance and regular testing. Neither a charter school employee nor the charter school will be liable for civil damages pursuant to the bill's provisions, except as provided.</p>	<p>If the Charter School participates in any interscholastic athletic program, it shall adopt an emergency action plan and acquire an AED.</p>
January 1, 2019	<p>AB 2015</p> <p>Commencing with the 2020-21 school year, Education Code Section 51225.8 requires charter schools to ensure that every student receives information on how to properly complete and submit the Free Application for Federal Student Aid ("FAFSA") or the California Dream Act applications at least once before the student enters grade 12, and to ensure that a paper copy of the application is provided to a student upon request by the student or his/her parent/guardian.</p>	N/A
January 1, 2019	<p>AB 2022</p> <p>Education Code Section 49428 requires charter schools to notify students and their parents/guardians at least twice during the school year on how to initiate access to available mental health services on campus or in the community, or both.</p>	<p>The Charter School notifies students and their parents/guardians in compliance with these requirements, and provides any necessary training of Charter School staff. Notice to students and parents are included in the parent and student handbook.</p>

<p>January 1, 2019</p>	<p>AB 2109 A pupil with a temporary disability that makes attendance in the regular day classes or alternative education program impossible or inadvisable shall receive either individual instruction at home or individual instruction in a hospital or other residential health facility, provided by the local school district. Charter schools may continue to enroll students with a temporary disability who is receiving individual instruction in a hospital/facility, and must allow a student who is well enough to return to school to be allowed to return to the school that he/she attended immediately before receiving individual instruction, if the student returns during the school year in which the individual instruction was initiated. Charter schools may confer an honorary high school diploma upon a pupil who is terminally ill.</p>	<p>The Charter School complies with these requirements through internal policies and procedures, and any necessary training of Charter School staff.</p>
<p>January 1, 2019</p>	<p>AB 2121 Education Code Section 51225.1 extends an exemption from all local coursework requirements beyond statewide requirements unless the student is reasonably able to complete the requirements in time to graduate by the end of the 4th year in high school, to students who are migratory children, and to students participating in an English language proficiency program for newly arrived immigrant pupils and who are in their 3rd or 4th year of high school; these students must also be granted full or partial credit for the coursework completed even if they did not complete the entire course.</p>	<p>The Charter School complies with this requirement.</p>
<p>January 1, 2019</p>	<p>AB 2239</p>	<p>The Charter School shall comply, if applicable.</p>

	Education Code Section 51225.37 requires the CDE to encourage school districts and charter schools that offer world language courses that are specifically designed for native speakers to seek A-G certification of those courses.	
January 1, 2019	AB 2289 Local educational agencies (“LEAs”), including charter schools, are prohibited from applying any rule concerning a pupil’s actual or potential parental, family, or marital status that treats pupils differently on the basis of sex. Pregnant and parenting pupils are entitled to accommodations, and complaints of noncompliance with this law may be filed pursuant to the uniform complaint procedures (“UCP”). LEAs must notify pregnant and parenting pupils and their parents/guardians of the rights and options available to pregnant and parenting pupils.	The Charter School complies with these requirements through internal policies and procedures, and any necessary training of Charter School staff.
January 1, 2019	AB 2291 Education Code Sections 234.4 and 32283.5 require charter schools to adopt procedures to prevent acts of bullying and cyberbullying and make the CDE online training module available to certificated schoolsite employees and all other schoolsite employees who have regular interaction with students.	The Charter School complies with all applicable procedures and makes the CDE online training module available to all applicable employees.
January 1, 2019	AB 2315 Education Code Section 49429 requires the CDE to consult with the State Department of Health Care Services and stakeholders to develop guidelines on or before July 1, 2020, for the use of telehealth technology in public schools, including charter schools, to provide mental health and behavioral health services to students on school campuses.	The Charter School will follow CDE guidelines and conduct any necessary training of Charter School staff.

January 1, 2019	<p>AB 2622</p> <p>This bill reduces the attendance level requirements for After School Education and Safety (“ASES”) programs located in very low density areas for the CDE to adjust or terminate grants; requires ASES programs located in very low density areas to end not earlier than 5 p.m.; and exempts ASES programs with the specified low population density from the requirement to have an established waiting list for enrollment and to transfer funds only from another school program that has met a minimum 70% of its attendance goal.</p>	<p>The Charter School shall comply with these requirements through internal policies and procedures, and any necessary training of Charter School staff, if applicable.</p>
January 1, 2019	<p>AB 2657</p> <p>Education Code Sections 49005-49006.4 authorize educational providers to use behavioral restraints or seclusion techniques to control student behavior that poses a clear and present danger of serious physical harm to the pupil or others and cannot be immediately prevented by a response that is less restrictive so long as other specified conditions are met, and must report to CDE annually on the use of behavioral restraints and seclusion for pupils to be posted on the CDE’s website.</p>	<p>The Charter School complies with these requirements through internal policies and procedures, and any necessary training of Charter School staff.</p>
January 1, 2019	<p>AB 2735</p> <p>Education Code Section 60811.8 requires charter schools with one or more English Learners to assess the English language development of each pupil, and prohibits a middle school or high school from denying pupils classified as English Learners from participation in a school standard instructional program.</p>	<p>The Charter School complies with these requirements through internal policies and procedures, and any necessary training of Charter School staff.</p>
January 1, 2019	<p>AB 2878</p> <p>Education Code Sections 52060 and 52066 requires “family engagement” to be included in a</p>	<p>The Charter School will continue to ensure that its LCAP and annual updates to the LCAP include “family engagement.”</p>

	local control and accountability plan ("LCAP").	
January 1, 2019	AB 3022 Education Code Section 51430 allows charter schools to retroactively grant a high school diploma to a person who departed California against his or her will, and at the time of departure, was enrolled in grade 12 and was in good academic standing.	N/A
January 1, 2019	AB 3043 Education Code Section 49550.5 allows charter schools to provide a nutritionally adequate breakfast that qualifies for reimbursement under the federal School Breakfast Program to every pupil at no charge.	The Charter School complies with these requirements through internal policies and procedures, and any necessary training of Charter School staff.
January 1, 2019	SB 1104 Education Code Section 49381 requires charter schools to identify and implement the most appropriate methods of informing parents/guardians of students in grades 6-12 of human trafficking prevention resources by January 1, 2020.	The Charter School complies with these requirements through internal policies and procedures, and any necessary training of Charter School staff.
January 1, 2019	SB 1109 Education Code Section 49476 requires charter schools that offer an athletic program to annually give each athlete an Opioid Factsheet for Patients, published by the Centers for Disease Control and Prevention, and requires each athlete and his/her parent sign a document acknowledging receipt of the factsheet and return it before the student begins practice or competition.	The Charter School shall give an annual notice, fact sheet to each athlete and get a signed acknowledgement.
January 1, 2019	SB 1428 Education Code Section 49120 prohibits charter schools from denying a student a work permit based on his or her grades, grade point average, or school attendance if the pupil is applying for the work permit in	The Charter School complies with these requirements through internal policies and procedures, and any necessary training of Charter School staff.

	order to participate in a government employment and training program which will occur during the summer recess or school vacation.	
June 27, 2018	AB 1808 Revised academic threshold criteria for charter renewal to remove API and add alternative measures.	The Charter School will continue to meet applicable academic threshold criteria for charter renewal.
January 1, 2018	AB 1360 Education Code Section 47605(d)(2)(B)(i) - (iv) requires admission preferences to be: approved by the chartering authority; consistent with all applicable law; to not limit enrollment access; and to not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. Education Code Section 47605(b)(5)(H) requires a description of admission policies and procedures in charter petitions. Education Code Section 47605(b)(5)(J) requires an explanation regarding due process for suspension, expulsion, and involuntary dismissal procedures.	The Charter School complies with all applicable requirements.
January 1, 2018	AB 699 Education Code Section 200, 220 and 234.1 expressly include immigration status in the specified characteristics. The Education Code was modified and supplemented to further protect children who are immigrants.	The Charter School shall comply with all applicable requirements.
January 1, 2018	AB 10 Education Code Section 35292.6 requires public schools that serve grades 6 through 12 that meet the federal 40% pupil poverty threshold to stock at least 50% of	The Charter School complies with these requirements.

	the school's restrooms with feminine hygiene products.	
January 1, 2018	AB 841 Education Code Section 49431.9 prohibits charter schools that participate in the National School Lunch Program or School Breakfast Program from advertising for foods that it is not allowed to sell.	The Charter School does not advertise any foods that it is not allowed to sell pursuant to these federal programs.
January 1, 2018	SB 138 Education Code Sections 49562, 49564, and 49564.5 require the CDE to share data with LEAs to directly certify students' eligibility for free and reduced-price meals; they also require "very high poverty schools" (including charter schools) to provide free breakfast and lunch to all students, unless exempt due to demonstrated fiscal hardship.	The Charter School complies with these requirements through internal policies and procedures.
January 1, 2018	SB 233 Education Code Sections 49069.3 and 49076 and Welfare and Institutions Code Sections 361, 361.5, 366.1, 366.21, 366.22, and 16010 require foster parents, foster family agencies, and group homes the right to review pupil records.	The Charter School complies with these requirements through internal policies and procedures.
January 1, 2018	SB 250 Education Code Section 49557.5 requires charter schools that receive funding under the National School Lunch Program or School Breakfast Program to ensure that students who have unpaid school meal fees are not treated differently, and that student discipline does not include denial or delay of meals.	The Charter School complies with these requirements through internal policies and procedures, and any necessary training of Charter School staff.
January 1, 2018	SB 455 Education Code Section 48204.3 establishes a student's residence in a school district if the student's parent is transferred or is pending transfer on active military duty.	The Charter School follows this definition of residency as applicable to its admission lottery, if any.
July 1, 2017	AB 2246 Education Code Section 215 requires charter schools that serve	The Charter School has an adopted policy.

	grades 7 through 12 adopt a policy on pupil suicide prevention by July 1, 2017.	
July 1, 2017	SB 1375 Education Code Section 221.61 requires posting information regarding Title IX on its website by July 1, 2017.	The Charter School posted the required information on its website.
January 1, 2017	SB 1436 Government Code Section 54953(c)(3) requires entities to, prior to taking final action, orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive.	The Charter School follows this mandate when approving its education executive's contract.
January 1, 2017	AB 2845 Education Code Section 234.1 requires local educational agencies serving grades 7 through 12 to provide certificated employees information on school site and community resources related to the support of pupils who may face bias or bullying on the basis of religious affiliation, or perceived religious affiliation.	The Charter School complies with these requirements through internal policies and procedures, and any necessary training of Charter School staff.
January 1, 2017	AB 1639 Education Code Section 33479 et seq. requires providing information to athletes regarding sudden cardiac arrest and removing an athlete from participation under certain circumstances.	The Charter School shall provide the information to all athletes regarding sudden cardiac arrest, and shall remove any athlete from participation in athletic activities under certain circumstances as legally required.
January 1, 2017	SB 1072 Education Code Section 39831.3 requires adoption of a transportation safety plan if a charter school provides transportation to or from school or a school activity.	If the Charter School provides transportation, it will develop a transportation safety plan to comply with this requirement.
January 1, 2017	AB 2536 Expands the definition of "bullying by electronic act" in Education Code Section 48900 to include "cyber sexual bullying."	The Charter School's suspension and expulsion policy reflects this updated definition.

January 1, 2017	AB 2212 Expands the definition of “bullying by electronic act” in Education Code Section 48900 to include “video.”	The Charter School’s suspension and expulsion policy reflects this updated definition.
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CHARTER RENEWAL CRITERIA

Evidence of Meeting Charter Renewal Criteria Pursuant to:

- **Education Code Section 47607.2(b) (middle tier)**

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

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

The Charter School fits into the middle tier, as determined by the California Department of Education, and is eligible for charter renewal, as demonstrated below.

Education Code Section 47607.2(b) states:

(1) For all charter schools for which [top tier and bottom tier] do not apply, the chartering authority shall consider the schoolwide performance and performance of all subgroups of pupils served by the charter school on the state indicators included in the [Dashboard] and the performance of the charter school on the local indicators included in the [Dashboard].

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

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

To delineate the past five year term from the future term, we will refer to the Charter School as LA Promise Charter High School or LAPCHS in the below section. Beginning in Element 1 we will reference the school under its new name of Russell Westbrook Why Not? High School or RWWNHS.

CHARTER RENEWAL: LA PROMISE CHARTER HIGH SCHOOL MEETS CRITERIA FOR RENEWAL FOR ANOTHER FIVE-YEAR TERM

LAPCHS opened in August 2017 in South Los Angeles with a mission to provide an outstanding public education that fully acknowledges and incorporates our students’ variety of backgrounds to achieve academic excellence. Through innovative and culturally responsive teaching we aim to provide authentic learning and promote respect for ourselves, our school, and our community.

LAPCHS is operated by LA Promise Fund (“LAPF”), a non-profit public benefit corporation with a rich history of improving outcomes for students and families in South Los Angeles. LAPF opened LAPCHS and its sister middle school, LA Promise Charter Middle School, to provide at-promise students and families with a high quality alternative to their neighborhood schools, through a strong educational model, wrap-around services, and our signature programs. The organization operates LAPCHS to fulfill the vision of increasing educational equity and ultimately closing the opportunity gap for the South Los Angeles community and beyond. Further amplifying its impact, LAPF runs high profile, far-reaching programs and engagement opportunities available to students and teachers. This structure allows for both high touch, intensive supports at LAPCHS while serving students through innovative programs available to students, county-wide. Students attending LAPCHS are engaged in their learning through programs including: Promise Parents, Media Arts Matter, Health and Wellness/School Fuel, Girls Build, Career Pathway Connections, Amgen Biotech Experience, South LA NSI, Go For College, and The Intern Project (TIP).

LAPCHS was intentionally designed to serve some of Los Angeles’ most underserved students in a community that faces myriad challenges, including extreme poverty, high crime rates, homelessness, gang presence, and more.

LAPCHS opened in August 2017 with 56 ninth grader students, at St. Brigid’s Church, a private facility, located in the Vermont/Slauson community of South Los Angeles. We have expanded one grade level annually, and we now serve 204 students, grades 9-12. We will graduate our first class of seniors this year (June 2021). Our enrollment is 99% Socioeconomically Disadvantaged (SED), 39% English Learners (EL), 29% Students with Disabilities (SWD), 28% African American, 71% Hispanic/Latinx, and 1% Foster/Homeless Youth (F/HY).

We are proud of what we have accomplished in our first six years of operations:

- Our students have demonstrated academic growth based on NWEA.
- The Western Association of Schools and Colleges (WASC) granted LAPCHS Initial Accreditation status through June 30, 2022. As a new high school, accreditation in the second year of operation is significant, as it entitles the school to use the following phrase on transcripts or in school advertising, “Fully Accredited by (or) Accredited by the Accrediting Commission for Schools, Western Association of Schools and Colleges.” The school was provided with commendations based on the report and site visit. The strengths documented in the WASC Visiting Committee’s Report are as follows:

1. The Administration and Staff are committed to the Mission and the Vision of the school. This promotes a safe, healthy, and nurturing environment that fosters student growth and achievement.
2. The Administration and Staff are dedicated to all students learning at their highest level. They provide an engaging curriculum and set realistic, differentiated and challenging intellectual and social goals for each student.
3. There is strong leadership that provides multiple opportunities for distributed leadership and the necessary resources to improve student achievement.
4. The school is highly supported by the Board.
5. Parents are highly committed to all aspects of the school and its academic journey for all students.

- LAPCHS has immersed learners in a college going culture, with a focus on early intervention and college awareness at all grade levels. Students have been exposed to college speakers, visited college campuses, including a summer trip to HBCU campuses for selected students, and attended the Black College Expo. The school has partnered with Fulfillment Fund for A-G awareness lessons in Promise Time/Advisory, and Destination College. Go For College provides full-time college counselors for the 2020-21 school year.
- LAPCHS has established a thriving program for Video and Film Production. Currently, there is one Career Technical Education (CTE) credentialed film teacher, with a sequential course series. The film teacher collaborates with the ELA team for arts integration. The film program is enriched through past and current partnerships including the Museum of the Holocaust, Film Independent, and LA Trade Technical Community College.
- We have established a system of support for teachers and a teacher pipeline, that has led to an increase in teacher retention (100% for 2020-21), supported by training provided to the principal through the New Teacher Center.
- We have established several community partnerships to benefit our students, including programs sponsored through LAPF. The key programs that enrich our educational program include:
 - Loyola Marymount University is a partner in various ways. The *CA Reading and Literature Project* provides monthly professional development and instructional resources for our ELA and History/Social Science teachers. Teachers have participated in the *EL Rise* training and a workshop relating to formative assessment for English Learners. LMU is a teacher pipeline for our schools. Additionally, we held our annual Summer Teachers Conference on their campus.
 - *Parent Promise* supports parent engagement with workshops including financial literacy and college planning, immigration rights, citizenship classes, and topics relating to health and nutrition. With the onset of distance learning, parent technology training has been offered.
 - *Girls Build LA* challenges young women from middle and high schools to make an impact in their community.
 - *Constitutional Rights Foundation* promotes Civics Education programs including Civic Action Project (CAP) taught in Promise Time/Advisory
 - Mobile Health Clinics provided families with free vaccination, dental check-ups, eye exams and glasses through *Vision to Learn*.
 - *USC Viterbi School of Engineering* summer STEM program, held on the USC Campus is a free opportunity for students to motivate future involvement STEAM related learning and career opportunities.
 - *IDtech Camp scholarships* provided for 100 high school students, 2 – 4 weeks of camp focused on coding, robotics web and video game design. This special opportunity brought our students together with a diverse group of students from across Los Angeles County. Bus transportation and meals were provided as part of the scholarship.
- LAPCHS has pursued grants to improve the learning climate and supplement programs:
 - *Media Arts Matter* is a federal grant awarded to LAPF to train teachers in arts integration in the area of digital media arts, which is a high growth career field.

- Five teachers participated in the Summer Training and work with teaching artists to deliver lessons that integrate the digital media standards with math and ELA.
- We were awarded the *SEL In Action Grant* through the NOVO foundation, which was used to further social-emotional learning through an Advisory curriculum and a part-time SEL Coordinator.
 - LA84 Foundation has awarded a grant for our volleyball program, and transportation to the Expo Center for swimming lessons as part of our P.E. Program.
 - LAPCHS is the lead LEA for a Career Technical Education Integration Grant, in the area of Digital Media Arts, a high growth career field in Los Angeles. This grant supports our video production and film program and experience.
 - LAPCHS is the lead LEA for a prestigious Gates Foundation Grant for the Network School Improvement Network, a group of South LA Schools that convene to share best practice around A-G passage with emphasis on early intervention.
 - LAPCHS has been a part of the LACOE PBIS cohort for two consecutive years. The effective PBIS implementation has resulted in lower suspension rates, improved attendance, and an improved school climate. LAPCHS was recognized for the *2020 Community Cares* initiative, for our outstanding work in implementing the PBIS program.

Distance Learning

We are proud of our response to COVID-19 and shift to distance learning. As a small, tightknit community, we were able to pivot quickly to distance learning when COVID-19 “stay-at-home” orders were announced in March 2020. The shift to distance learning included the provision of technology, formulation of a sound educational model, social-emotional support, and the meeting of basic needs for students and families.

- Every student immediately was provided a laptop and charger. Internet hotspots were provided to families who needed them. As the need grew for more hotspots, LAPF sought donations through School2Home, Amazon, Microsoft, Kaiser, Amgen, California Community Foundation, and Verizon to ensure laptops for every student, and sometimes for family members to ensure no family competition for devices, hotspots, and ongoing IT support for all staff and students.
- Grab and Go Meal Service has provided two daily meals to students since the onset of the Stay at Home order.
- LAPF provided a food pantry for the community (not just our students/families) operating three days a week from March – August 2020 distributing 10,000 pounds of food to our students and families. The pantry now distributes the same amount of food every Friday. In addition, LAPF secured, \$200,000 grant to provide microgrants to our families and community members that had been displaced from jobs.

A Distance Learning Policy was established by a team including Director of Schools, Principals and instructional coaches. The policy was refined and improved upon during the summer months in preparation for the 2021-21 school year and presented to all shareholders. The policy provides a comprehensive set of resources and strategies based on the Stanford Online High School and the research of Caitlin Tucker, with consideration of the needs of vulnerable learners. Our

coaching and professional learning emphasis has been reimagined to meet the needs of teachers and students during distance learning.

The LAPCHS model for distance learning is based on a combination of scheduled synchronous daily lessons through zoom, and asynchronous learning. We provide learners with access to virtual lessons and assignments through google classroom. Our model prioritizes providing students with consistent feedback, connection to the school, and support. The well-being of our learners during this time is equally important to their academic progress.

This model is informed by research, best practice, and our own local context. It reflects these uncertain times, including the challenging circumstances faced by our students, staff members, and families. Our school leaders, teachers, and support staff, juggle personal and professional responsibilities while ensuring that the social-emotional and academic needs of students are being met. Our students face the reality of trying to learn with uneven internet access, despite our best efforts to remedy this. Additionally, there are a myriad of increased home demands that include care for siblings and family members, and the lack of an ideal learning environment. This is compounded by feelings of fear, isolation, and food insecurities.

The Google Classroom Suite and class websites through Weebly are the primary platforms where LAPCHS teachers facilitate the distance learning model. We are incorporating a wide range of high-quality online resources to supplement student learning, and encourage every teacher to explore these in order to find the most effective way to support, and meaningfully engage and interact with students.

Meeting the Needs of English Learners during Distance Learning:

- Designated ELD is provided for students Levels 1-3, through interactive zoom lessons.
- Emerging English Learners use Rosetta Stone for individualized language practice at their own pace for 120-180 minutes a week. This practice is in addition to enrollment in their core content courses and individualized practice that teachers assign.
- Achieve 3000 daily is assigned at each student's level set.
- Students at the minimally developed level can complete assignments in their primary language.
- Bilingual aides provide language support for all core content classes (zoom or google phone calls).
- The designated ELD teacher continues strong collaboration with content team teachers to ensure that ELs have the support needed.
- Students also are receiving language support through Integrated ELD in each of their classes.
- English learners have additional small group instruction through teacher office hours, or work with aides, to support their ability to successfully complete assignments in their core courses, with a focus on language skills. Office Hours can be required for students who are struggling or not turning in work.

Meeting the Needs of Special Education Students during Distance Learning:

Our student population is comprised of 29% special education students. During Distance Learning, the needs of SWD are met by providing equal access to core content through co-teaching/co-planning between the general and special education teachers. IEP meetings and all

related services are provided through teleconferencing. Communication between the special education team and families has been vital in order to ensure that the needs of SWD are being met. LAPCHS is operating under CDE guidelines for special education, and working in close collaboration with our LACOE SELPA. Prior written notices (PWN) were sent following school closures to serve as a written explanation of proposed changes in IEPs on account of distance learning. Based on CDE guidelines, the IEP in place at the time of physical school closure remains in effect, and LAPCHS will, to the greatest extent possible, continue to provide the services called for in IEPs in alternative ways.

Starting up a new charter school in this deeply underserved community is a significant challenge, and we have encountered many struggles along the way. Notably, the physical school closure and shift to distance learning as a due to COVID-19. We are immensely proud of our accomplishments, our teachers, our staff and especially our students and families to date. We have established a strong and positive learning climate, supported families during the pandemic, and demonstrated the ability to raise achievement for students who enter our school as ninth graders significantly below grade level. We look forward building upon the foundational elements that support a high performing and sustainable school community. We note that we have limited data to present, due both to our short time in operation (three years instead of four), and the impact of the COVID-19. Due to the pandemic, CA suspended testing last year, the first scheduled administration of the California Assessment of Student Performance and Progress (CAASPP) for our first cohort of 11th graders. As this year (2020-21) is our first year with graduating seniors, we do not yet have graduation, A-G or College/Career Indicator data. Nevertheless, as detailed below, our strong NWEA MAP growth data, indicates that we are well on our way to establishing a successful high school of choice for a deserving community. We look forward to having more time to demonstrate our success, and look forward to continuing our partnership with LACOE.

LAPCHS Meets Charter Renewal Criteria Under the Revised Education Code Section 47607.2(b)

Pursuant to amendments to the state's Charter Schools Act by A.B. 1505 (2019), charter renewal prescribed in Education Code sections 47607 and 47607.2 requires consideration of three criteria:

Criterion 1: Under a new three-tiered system of evaluating charter schools' performance based on California School Dashboard ("Dashboard") data, with tiers assigned by the California Department of Education ("CDE") for each charter school up for renewal, for schools in the "middle" tier, *"the chartering authority shall consider the schoolwide performance and performance of all subgroups of pupils served by the charter school on the state indicators included in the [Dashboard] and the performance of the charter school on the local indicators included in the [Dashboard]."*¹ Education Code 47607.2(b) goes on to state: *"(2) The chartering authority shall provide greater weight to performance on measurements of academic performance in determining whether to grant a charter renewal."*²

¹ Education Code Section 47607.2(b)(1).

² Education Code Section 47607.2(b)(2). "Measurements of academic performance" are defined in statute as "statewide assessments in the California Assessment of Student Performance and Progress system, or any successor system, the English Language Proficiency Assessments for California, or any successor system, and the college and career readiness indicator." (Education Code Section 47607(c)(3))

Criterion 2: *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.³ The statute goes on to say that subsections (A) and (B) may be demonstrated by "verified data," which is defined as "data derived from nationally recognized, valid, peer-reviewed, and reliable sources that are externally produced."⁴

"The chartering authority may deny a charter renewal pursuant to [Criteria 1 or 2] only upon making written findings, setting forth specific facts to support the findings, that the charter school has failed to meet or make sufficient progress toward meeting standards that provide a benefit to the pupils of the school, that closure of the charter school is in the best interest of pupils and, if applicable pursuant to [Criteria 1 or 2], that its decision provided greater weight to performance on measurements of academic performance."⁵

Criterion 3: Notwithstanding the first two criteria, the chartering authority can still deny the renewal if it finds that the charter school's enrollment or dismissal practices are discriminatory, or the charter school has substantial fiscal or governance issues, pursuant to certain notice and cure requirements?⁶

LAPCHS Meets Criterion 1 & 2:

Criterion 1-As a Middle-Tier School with Strong Schoolwide and Subgroup Performance – in the Context of the Students Served -- on the CA Dashboard and Measurable Increases in Academic Achievement.

Criterion 2- LAPCHS Has Achieved Measurable Increases In Academic Achievement (Subsection (B) does not apply as we do not yet have a graduating class, thus we focus on (A), measurable increases in academic achievement).

The following data and discussion outlines how LAPCHS meets criteria 1 and 2.

Resident Schools and Similar Schools

In anticipation of this charter renewal petition, LACOE's Charter Schools Office sent to LAPCHS a list of five "Resident" Schools that LAPCHS students would otherwise attend if they went to a resident school based on their home address:

- *Crenshaw High School*, a LAUSD 9-12 high schools with three small magnet academies where approximately 15% of our students would have otherwise attended.

³ Education Code Section 47607.2(b)(3)

⁴ Education Code Section 47607.2(c)(1). The statute goes on to note that "(2) By January 1, 2021, the state board shall establish criteria to define verified data and identify an approved list of valid and reliable assessments that shall be used for this purpose. . . . (4) . . . a charter school under consideration for renewal before the state board's adoption pursuant to paragraph (2) may present data consistent with this subdivision."

⁵ Education Code Section 47607.2(b)(6).

⁶ Education Code Section 47607(e).

- *Susan Miller Dorsey High School*, a traditional 9-12 LAUSD high school with three small magnet academies on campus and the resident school to approximately 5% of LA Promise Charter High School students.
- *Mervyn M. Dymally High School*, is a LAUSD 9-12 high school with a magnet on the campus Approximately 5% of our students would otherwise attend Dymally High School.
- *Manual Arts Senior High School*, a LAUSD 9-12 high school with two small academies and a magnet on campus that is the resident school of approximately 12% of LAPCHS students.
- *Dr. Maya Angelou*, a traditional LAUSD 9-12 high school that approximately 5% of LAPCHS students would attend based on their home address.
- *George Washington Preparatory Academy*, a magnet school is on the campus of a 9-12 LAUSD school that would serve about 11% of LAPCHS students if they attended their resident school.

Resident School Name 2019-20 Enrollment	Span	School Type	Enroll	EL %	SWD%	Socio Economically Disadv%	Foster/ Homeless Youth %	Am Indian %	Asian %	Black %	Filipino %	Hispanic %	Pacific Islander%	Two+ %	None %	White %
LA's Promise Charter High #1	9-11	C	153	34.6%	27.5%	85.5%	0.7%	0.7%	0.0%	30.1%	0.0%	66.7%	0.0%	0.7%	2.0%	0.0%
Crenshaw Science, Technology, Engineering, Math	9-12	M	678	18.3%	19.2%	93.7%	6.2%	0.1%	0.0%	64.5%	0.0%	33.8%	0.0%	0.9%	0.0%	0.7%
Susan Miller Dorsey Senior High	9-12	M	805	18.0%	16.6%	79.6%	4.1%	0.1%	0.1%	50.7%	0.0%	47.0%	0.0%	0.6%	0.0%	1.5%
Academy for Multilingual Arts and Science at Mervy Dymally	9-12	T	648	24.4%	18.7%	98.0%	3.7%	0.0%	0.2%	19.9%	0.0%	78.5%	0.2%	0.6%	0.3%	0.3%
Manual Arts Senior High	9-12	M	1298	35.1%	14.0%	86.9%	2.3%	0.5%	0.3%	14.4%	0.2%	82.8%	0.1%	0.5%	0.3%	0.9%
Dr. Maya Angelou Community High	9-12	T	1094	34.5%	12.6%	97.8%	1.0%	0.0%	0.0%	7.4%	0.0%	91.3%	0.0%	0.2%	0.1%	1.0%
George Washington Preparatory High	9-12	M	785	17.1%	12.5%	96.7%	4.8%	0.5%	0.1%	41.3%	0.1%	56.1%	0.0%	1.1%	0.1%	0.6%
Resident School Average			885	24.6%	15.6%	92.1%	3.7%	0.2%	0.1%	33.0%	0.1%	64.9%	0.1%	0.7%	0.1%	0.8%
T=Traditional School, C=Charter School, M=Magnet School, A=Alternative school																

In addition, LACOE and LAPCHS identified six “Similar” Schools based on student demographics:

- *Animo South Los Angeles Charter*: a 9-12 charter school operated by Green Dot Public Schools

- *Mervyn M. Dymally High*: also on the Resident Schools list, LAUSD traditional school also housing a magnet school
- *New Millenium Secondary*: a 9-12 charter school
- *University Pathways Medical Magnate*: a 9-12 LAUSD magnet school
- *University Pathways Public Service Academy*: a 9-12 traditional LAUSD school

Similar School Name 2019-20 Enrollment	Span	School Type	Enroll	EL %	SWD%	Socio Economically Disadv %	Foster/ Homeless Youth %	Am Indian %	Asian %	Black %	Filipino %	Hispanic %	Pacific Islander%	Two+ %	None %	White %
LA's Promise Charter High #1	9-11	C	153	34.6%	27.5%	85.5%	0.7%	0.7%	0.0%	30.1%	0.0%	66.7%	0.0%	0.7%	2.0%	0.0%
Animo South Los Angeles Charter	9-12	C	607	16.3%	12.5%	89.8%	4.8%	0.5%	0.0%	21.6%	0.0%	77.4%	0.0%	0.5%	0.0%	0.0%
Academy for Multilingual Arts and Science at Mervy Dymally	9-12	T	648	24.4%	18.7%	98.0%	3.7%	0.0%	0.2%	19.9%	0.0%	78.5%	0.2%	0.6%	0.3%	0.3%
New Millennium Secondary	9-12	C	192	12.0%	10.9%	92.2%	1.6%	0.0%	1.0%	25.5%	0.0%	66.7%	1.0%	1.6%	3.6%	0.5%
University Pathways Medical Magnet Academy	9-10	M	113	10.6%	5.3%	97.4%	5.3%	0.0%	0.0%	34.5%	0.9%	63.7%	0.0%	0.0%	0.0%	0.9%
University Pathways Public Service Academy	9-10	T	210	16.2%	7.1%	97.1%	6.2%	0.0%	0.0%	20.5%	0.0%	77.1%	0.0%	0.5%	0.0%	1.9%
Similar School Average			354	15.9%	10.9%	94.9%	4.3%	0.1%	0.2%	24.4%	0.2%	72.7%	0.2%	0.6%	0.8%	0.7%
% by ethnicity and subgroup T=Traditional School, C=Charter School, M=Magnet School, A=Alternative school																

Sources: <https://dq.cde.ca.gov/dataquest>

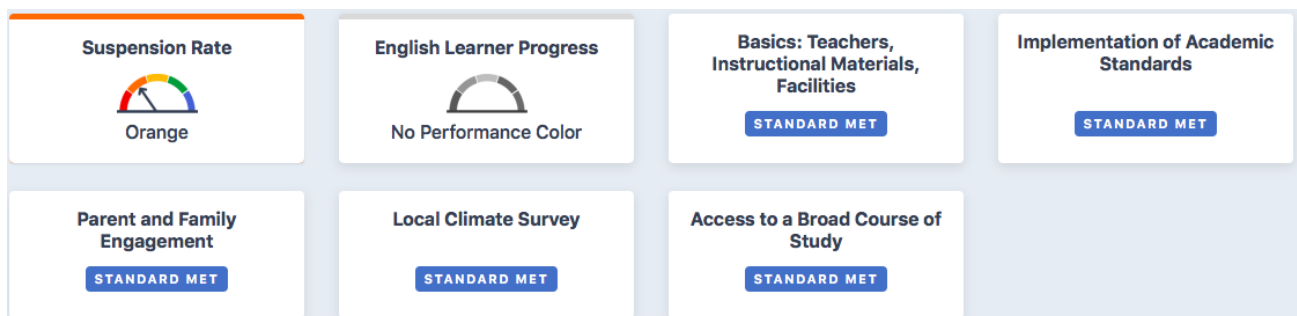
As indicated in the charts above, the demographics of LAPCHS in 2019-20 were generally similar to the weighted averages of the Resident Schools and Similar Schools, with some notable exceptions:

- LAPCHS had more SWD than the Resident Schools and Similar Schools (28% compared to 16% and 11% respectively)
- LAPCHS had more English Learners than the Resident Schools and Similar Schools (35% compared to 25% and 16% respectively)
- LAPCHS has fewer Hispanic/Latinx students compared to Similar Schools (67% compared to 73%), but more compared to Resident Schools (67% compared to 65%) and more African American students compared to Similar Schools (30% compared to

24%) and less African American students compared to Resident Schools (30% compared to 33%).

CA Dashboard

We are pleased that the CDE rated LAPCHS as a “Middle Performing School” for purposes of charter renewal, based on the limited California Dashboard indicators available for our Charter School to date.⁷



Source: <https://www.caschooldashboard.org/reports/19101990135582/2019>

As noted, we do not have some of the core indicators on our Dashboard, including ELA and Math CAASPP data (due to canceled testing in 2020), graduation data, or the College/Career Indicator, as we have not yet had a graduating class. The Dashboard for 2019 indicates that LAPCHS meets all of the met/not met criteria: Basics, Implementation of Academic Standards, Parent and Family Engagement, Local Climate Survey and Access to a Broad Course of Study. LAPCHS requires more time to participate in future years of state testing to accrue a CA Dashboard Report.

At the time of petition submission, LAPCHS lacks officially reported academic outcome data for Mathematics, English/Language Arts, or graduation rates, due to the fact that we did not administer CAASPP to our first junior class in spring 2020 because of the pandemic, and our first group of seniors are set to graduate in June 2021.

To give some context of the level of data we anticipate based on our surrounding schools, the Resident Schools ELA and Math results from the 2019 CAASPP are provided here. The Dashboards utilize “Distance from Level 3” (DF3) – also referred to as “Distance from Standard” or DFS -- as a status measure for academic progress, “which measures how far (or the distance) each student is from the Level 3 (i.e., Standard Met) Smarter Balanced performance level.”⁸ On average, the Resident Schools were -82 DFS in ELA, significantly lower than the

⁷ <https://www.cde.ca.gov/sp/ch/cspformcategory.asp>.

⁸ <https://www.cde.ca.gov/ta/ac/cm/acadindcal.asp>

state average of -3 DFS and LAUSD's average of -24 DFS. In Math, the Resident Schools' weighted average was -168 DFS, again, significantly lower than the state average of -34 DFS, and LAUSD's average of -54 DFS.

2019 CAASPP

School	LA Promise Charter High School	Crenshaw Science, Technology, Engineering, Math, and Medicine Magnet	Dr. Maya Angelou Community High	George Washington Preparatory High	Manual Arts Senior High	Mervyn M. Dymally High	Susan Miller Dorsey Senior High	Resident Schools Average	LAUSD	CA
Total Enrollment	97	750	988	814	1,339	736	892		607,723	6,186,278
English Language Arts	N/A	-88	-76	-59	-78	-101	-95	-82	-24	-3
Growth	N/A	29	-29	35	-29	-12	-16	-7	6	4
Mathematics	N/A	-180	-166	-147	-156	-177	-192	-168	-54	-34
Growth	N/A	12	-29	23	-22	-22	-15	-11	5	3

Similarly, the Resident Schools' average graduation rate – 75% -- is lower than the state average of 86% and LAUSD's 82%. The College and Career Indicator, which measures Career Technical Education Pathway Completion, Grade 11 CAASPP results in ELA and mathematics, Advanced Placement Exams, International Baccalaureate Exams, College Credit Course (formerly called Dual Enrollment), A–G Completion, State Seal of Biliteracy and Military Science/Leadership,⁹ assesses students' readiness for college and/or careers. The Resident Schools' weighted average was 22%, compared to the state average of 44% and LAUSD's 38%.

2019 Graduation Rate and College/Career Indicator

School	LA Promise Charter High School	Crenshaw Science, Technology, Engineering, Math, and Medicine Magnet	Dr. Maya Angelou Community High	George Washington Preparatory High	Manual Arts Senior High	Mervyn M. Dymally High	Susan Miller Dorsey Senior High	Resident Schools Average	LAUSD	CA
Total Enrollment	97	750	988	814	1,339	736	892		607,723	6,186,278
Graduation Rate	N/A	76%	63%	78%	81%	80%	73%	75%	82%	86%
Growth	N/A	-2%	-5%	5%	6%	3%	-1%	1%	-1%	3%
College/Career	N/A	11%	17%	21%	33%	20%	21%	22%	38%	44%
Growth	N/A	0%	-2%	3%	6%	4%	-4%	1%	-1%	2%

AP Courses were offered for the first time during the 2019-20 academic year. Thirty-nine students enrolled in these courses, and took AP Exams, preparing for the exams during distance learning; 62% of all students that took AP Spanish Language passed with a 3 or higher. Several of the students that participated in this exam were New Comers students reflecting the school's rigor and a competence for developing students in their native language. With the strong performance in our Spanish department in 2019-20 we've elected to offer AP Spanish Literature this year.

AP Exam 2019-20	Pass Rate
English Lang Comp	8%
Span Lang	62%
US History	15%

LAPCHS is committed to preparing students for success in College and Career. We aim to support students' completion of A-G Coursework with a "C" or better, although our graduation requirement is "D" or better in these classes. In 2018-19 28% of our students were "A-G, C or better" on track and in 2019-20 it increased to 33%. In addition, 71% of our current seniors are on track to graduate. We continually provide support for learners in this area, with the condition that a significant number of our students enter 9th grade with reading and math skills far below grade level proficiency. We rise to this challenge by filling in gaps through extended learning time and intervention, while providing robust standards-based instruction.

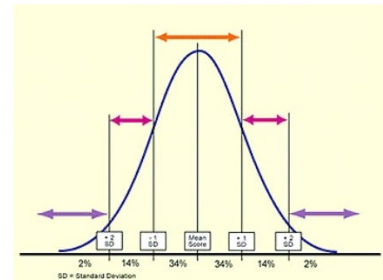
NWEA MAP TEST GROWTH

LAPCHS began administering the NWEA Map Assessment in 2018-19. NWEA MAP is a nationally normed-reference assessment, used to measure growth of our students over time, and help inform teachers about individual student progress. MAP included assessments in Reading, Language Usage and Math. We administer the diagnostic assessment during the first weeks of school to set a baseline measure of students' proficiency. MAP is utilized as our internal interim assessments, with Interim #1 (fall) administered in November and Interim #2 in March (Winter). Students in grades 9,10, and 12 will take the year-end summative in May, during the scheduled testing period when 11th graders take CAASPP.

We are pleased that ***more than half of our 9th grades and 10th graders met their NWEA annual growth targets in all three subjects: Math, Reading and Language Usage in 2019-20.***

NWEA is based on a nationally normed bell curve, thus:

In the most general sense, about 50% of students show growth that is greater than mean normative growth, and about 50% show less than mean normative growth, as implied in the bell curve figure above. So in a general sense, one could reasonably expect that about 50% of students should meet their growth goals. When school (grade level) growth is described by a normal distribution, generally about 50% of the group will exceed mean growth and about 50% will fall below that goal.¹⁰



The NWEA author goes on to state, "What our school growth norms do not do is to account for specific demographic compositions within a school. NWEA school norms are based on a representative sampling of schools from across the country, and so our school norms will be appropriate for schools whose racial demographics parallel the racial distributions of the U.S. student population."¹¹ Obviously, LAPCHS' demographics are far from national U.S. student population norms. According to the National Center for Education Statistics, in 2020-21, the 50.7 million U.S. K-12 students are 46.2% White, 27.6% Hispanic/Latinx, 15% Black; 13.7% SWD (in 2016), 10.1% EL (in 2017).¹² This compares with our 2019-20 enrollment that is 67%

¹⁰ <https://www.nwea.org/blog/2013/partner-questions-month-percentage-students-meet-growth-targets/#:~:text=In%20the%20general%20sense,should%20meet%20their%20growth%20goals.>

¹¹ Ibid.

¹²

<https://nces.ed.gov/fastfacts/display.asp?id=372#:~:text=The%20projected%2050.7%20million%20public,23.4%20million%20White%20students&text=2.3%20million%20students%20of%20Two,American%20Indian%20Alaska%20Native%20students.> Curiously, it is difficult to find a single statistic for the number of students nationwide who qualify for FRPL. See <https://nces.ed.gov/fastfacts/display.asp?id=898> for a discussion of the percentage of high and low poverty public schools.

Latinx and 30% Black, 28% SWD and 35% EL. In other words, our demographics do not represent the “norm” for NWEA. Nevertheless, the following details our students’ average per grade level NWEA MAP results from August/early September 2019 compared to March 2020 (prior to the COVID-19 shutdown) with the percentile ranking for each test administration, along with the difference in percentile. The last column shows the percentage of students in each grade, for each subject tested, who achieved their individual growth target established by NWEA after the initial baseline test. As noted above, NWEA projects that 50% of students will exceed these goals and 50% will fall short.

Fall 2019 NWEA 9th Grade Results	Reading	Language Usage	Math
9th Grade Mean RIT Score	189	199.1	208.1
Grade Level Correlation	3rd-4th Grade Level	4th-5th Grade Level	4th-5th Grade Level
Mean 9th Grade Level RIT Score	218.9	216.7	226.4
Percentile	6	13	17
# Students At/Above Norm Grade Level RIT	6	13	11

It is critical to understand that *our students arrive at LAPCHS at a third to fourth grade level in reading, and a 4th and 5th grade level in language usage and math.* Our entering freshman are among the lowest 10th percentile in both ELA and Math in the nation; almost none of our students meet or exceed national grade level norms when they enroll at LAPCHS. While lacking an abundance of public data due to the suspension of CAASPP for the 11th grade in the 2019-20 school year, the data provided through the NWEA MAP Assessment underscores that our students are making significant progress in Reading, Language Use and Math. Although the NWEA is an internal assessment, it is a national normed measure with strong alignment to how students perform on CAASPP.

As indicated in the charts below, between the start of the school year and March, across all three grade levels and all three subject tests (Math, Reading and Language Usage), our students largely achieve projected targets. (See charts below).

Fall 2019 to Winter 2020 Language Usage	# of Students with Projections	# of Students met projection	% of Students met projection	School CGI	School Conditional Growth Percentile
Grade 9	69	35	51%	1.32	91%
Grade 10	36	26	72%	5.04	99%
Grade 11	29	22	76%	4.79	99%
Grade 9 AA	21	10	48%	0.01	50%
Grade 10 AA	9	6	67%	4.41	99%
Grade 11 AA	10	8	80%	6.97	99%
Grade 9 Hisp	47	25	53%	2.03	98%

Grade 10 Hisp	27	20	74%	5.3	99%
Grade 11 Hisp	19	14	74%	3.65	99%
Grade 9 EL	31	19	61%	4.1	99%
Grade 10 EL	11	8	73%	5.19	99%
Grade 11 EL	5	4	80%	2.23	99%
Grade 9 FRL	59	31	53%	1.96	98%
Grade 10 FRL	28	19	68%	3.81	99%
Grade 11 FRL	28	22	79%	4.99	99%
Grade 9 SWD	21	11	52%	-0.95	17%
Grade 10 SWD	5	3	60%	2.18	99%
Grade 11 SWD	7	5	71%	5.38	99%

Source: NWEA Student Growth Summary Report

AA = African American, Hisp= Hispanic, EL= English Learner,

FRL= Socioeconomically disadvantaged/Free and Reduced Lunch, SWD= Students with disabilities

School CGI: This is an indicator of how much the students' growth deviates from the students' growth norms. It is different from the growth index because the CGI indicates how many standard deviation units above or below the growth norm a student's growth actually was.

School Conditional Growth Percentile: Students' percentile rank for growth. If a student's CGP is 50, this means that the student's growth - compared to their growth projection - was greater than 50% of all students in the NWEA norm group.

Language NWEA Analysis

The NWEA MAP Fall 2019 to Winter 2020 interim assessments show significant growth for the entire high school, across grade levels and subgroups. The only exceptions are 9th grade Students with Disabilities at 17%, and African Americans, where 48% of 9th grade-students met their projections compared to 67% of 10th graders and 80% 11th graders. We attribute this to the fact that we have increased achievement for this subgroup every year.

Fall 2019 to Winter 2020 Math	# of Students with Projections	# of Students met projection	% of Students met projection	School CGI	School Conditional Growth Percentile
Grade 9	70	49	70%	4.03	99%
Grade 10	37	25	68%	1.93	97%
Grade 11	29	19	66%	1.79	96%
Grade 9 AA	22	16	73%	3.22	99%
Grade 10 AA	9	7	78%	2.02	98%
Grade 11 AA	10	6	60%	-0.2	42%

Grade 9 Hisp	47	32	68%	4.21	99%
Grade 10 Hisp	28	18	64%	1.93	97%
Grade 11 Hisp	19	13	68%	2.92	99%
Grade 9 EL	31	25	81%	5.12	99%
Grade 10 EL	12	7	58%	2.24	99%
Grade 11 EL	5	4	80%	3.4	99%
Grade 9 FRL	60	44	73%	4.58	99%
Grade 10 FRL	29	19	66%	1.41	92%
Grade 11 FRL	28	18	64%	1.62	95%
Grade 9 SWD	22	16	73%	2.77	99%
Grade 10 SWD	6	4	67%	1.86	97%
Grade 11 SWD	7	4	57%	0.86	81%

Math NWEA Analysis

The NWEA MAP Fall 2019 to Winter 2020 in Math shows significant growth for the entire high school, across grade levels and subgroups with two exceptions. If the student Conditional Growth Percentile (CGP) is 99%, then that groups' growth is 99% better than all students in the national norm group. Looking at LAPCHS data last school year, all 9-11th graders are performing 92-99% better than California's 9th-11th graders who took the NWEA map for this period for all students and by sub groups except for 11th grade African American students (42%) and 11th grade Students with Disabilities (81%)—still strong results.

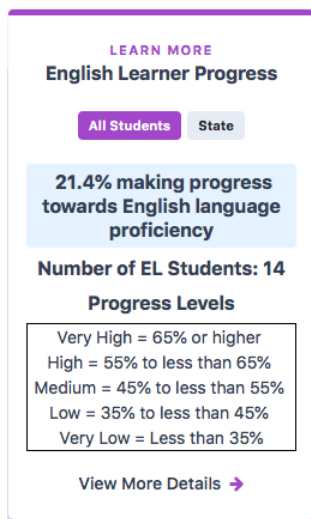
Fall 2019 to Winter 2020 Reading	# of Students	# of Students met projection	% of Students met projection	School CGI	School Conditional Growth Percentile
Grade 9	67	55	82%	8.81	99%
Grade 10	34	17	50%	-0.42	34%
Grade 11	29	20	69%	4.9	99%
Grade 9 AA	21	19	90%	8	99%
Grade 10 AA	8	4	50%	1.78	96%

Grade 11 AA	10	8	80%	4.44	99%
Grade 9 Hisp	45	35	78%	9.21	99%
Grade 10 Hisp	26	13	50%	-1.15	13%
Grade 11 Hisp	19	12	63%	5.14	99%
Grade 9 EL	30	21	70%	7.81	99%
Grade 10 EL	11	5	45%	-4.57	1%
Grade 11 EL	5	3	60%	4.06	99%
Grade 9 FRL	57	46	81%	8.64	99%
Grade 10 FRL	26	14	54%	-0.3	38%
Grade 11 FRL	28	20	71%	5.14	99%
Grade 9 SWD	21	18	86%	9.3	99%
Grade 10 SWD	4	4	100%	8.67	99%
Grade 11 SWD	7	5	71%	6.1	99%

Reading NWEA Analysis

The NWEA MAP Fall 2019 to Winter 2020 in Reading shows significant growth for the entire high school, across grade levels and subgroups with a few exceptions. If the student Conditional Growth Percentile (CGP) is 99% then that group's growth is 99% better than all students in the national norm group. Upon analysis of LAPCHS' data last school year, all 9-11th graders are performing 96-99% better than California's 9th-11th graders who took the NWEA map for this period for all students and by sub groups. The exception is for 10th graders overall (34%), 10th grade Hispanic students (13%), 10th grade EL students (1%), and 10th grade FRL (38%)—still strong results. The implementation of Engage NY and Achieve 3000, as well as teacher professional development through the CA Reading and Literature project are factors that increased student performance in reading.

In looking at subgroup outcomes, we are particularly proud of the outcomes for our Black students, which in many cases outperform their Latinx peers – an uncommon scenario at public schools in California. Our SWD similarly have strong results, 99% across grade levels, relative to the overall student population.

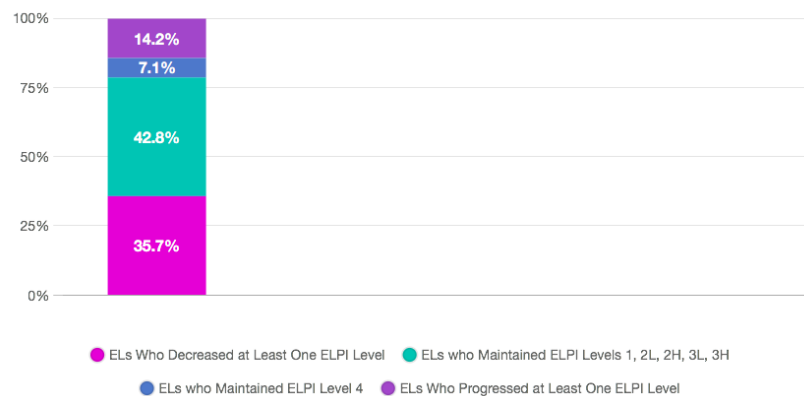


English Learner Progress

The English Learner Progress indicator divides the four levels of the ELPAC exam into six ELPI levels to determine how many students at a school gain at least one ELPI level that year on the ELPAC. Based on this analysis, on the 2019 spring ELPAC, 14.2% of our ELs gained at least one ELPI level, 7.1% maintained ELPI level 4, 42.8% maintained ELPI levels 1, 2L, 2H, 3L or 3H, and 35.7% decreased at least one ELPI level:

Student English Language Acquisition Results

The percentage of current EL students who progressed at least one ELPI level, maintained ELPI level 4, maintained lower ELPI levels (i.e., levels 1, 2L, 2H, 3L, or 3H), or decreased at least one ELPI Level.



It is critical to fully understand the context of the students that we serve. Under California law, Long-Term English Learners (LTELs) are defined as those students who are enrolled in grades 6 to 12, have been enrolled in schools in the United States for more than six years, and have remained at the same English language proficiency level for two or more consecutive years as determined by the state's annual English language development test. (Cal. Ed. Code 313.1(a)(1).) In 2018-19, of the 23 students enrolled at LAPCHS who were classified as ELs¹³:

- 23 students (23.7% of total enrollment), were ELs, with another 27 RFEP
- 10 of our ELs – 43.5% -- were LTELs¹⁴
- Another 2 ELs were “At-Risk” of LTEL status (4-5 years without reclassification)
- 11 ELs were “Newcomers” (0-3 years).

¹³ The Dashboard states that LAPCHS had 14 ELs. This is incorrect; we had 23 ELs in 2018-19, as shown on

Dataquest: <https://data1.cde.ca.gov/dataquest/dqconsensus/EnrCharterSub.aspx?cds=19101990135582&aggllevel=school&year=2018-19>

¹⁴ “**Note:** The 2018–19 determinations of Long-Term English Learners (LTEL) and At-Risk of becoming LTEL (AR-LTEL) reflect a significant one year increase in LTEL and AR-LTEL counts from previous years. These changes stem from having only one year of ELPAC data available in the 2017–18 academic year required for making LTEL and AR-LTEL determinations. Specifically, Education Code Sections 313.1(a)(1)(2) and 313(b)(1)(2) state that students for which the required testing data are not available shall not be excluded from LTEL or AR-LTEL determinations. Due to the one-year transition from the California English Language Development Test (CELDT) to the English Language Proficiency Assessments for California (ELPAC), two years of ELPAC data were not available to make these determinations as in prior years.” <https://data1.cde.ca.gov/dataquest/longtermel/EveryElType.aspx?cds=19647330133884&aggllevel=School&year=2018-19>

Grade	English Learners				EL Total	RFEP	Total (Ever-EL)
	EL 0-3 Years	At-Risk 4-5 Years	LTEL 6+ Years	EL 4+ Years Not At-Risk or LTEL			
09	6	0	5	0	11	12	23
10	5	2	5	0	12	15	27

Report Totals

Level	English Learners				EL Total	RFEP	Total (Ever-EL)
	EL 0-3 Years	At-Risk 4-5 Years	LTEL 6+ Years	EL 4+ Years Not At-Risk or LTEL			
LA's Promise Charter High #1	11	2	10	0	23	27	50
Los Angeles County Office of Education	468	138	928	14	1,548	2,526	4,074
Los Angeles County	146,917	47,756	73,293	4,948	272,914	334,986	607,900
State	607,888	220,738	342,983	24,379	1,195,988	1,131,092	2,327,080

<https://dq.cde.ca.gov/dataquest/longtermel/EverELType.aspx?cds=19101990135582&agglevel=School&year=2018-19>

Unfortunately, in 2018-19, only 21.4% of our ELs demonstrated progress, on par with one of the Resident Schools (Crenshaw Science, at 21%), but lower than the other four Resident Schools and the Similar Schools. The strong response to improve this is detailed in the sections below.

Resident Schools EL Progress 2019

School	LA Promise Charter High School	Crenshaw Science, Technology, Engineering, Math, and Medicine Magnet	Dr. Maya Angelou Community High	George Washington Preparatory High	Manual Arts Senior High	Mervyn M. Dymally High	Susan Miller Dorsey Senior High	Resident Schools Average
English Learner Progress	N/A	21%	41%	40%	36%	39%	30%	35%

Similar Schools EL Progress 2019

School	LA Promise Charter High School	Animo South Los Angeles Charter	Mervyn M. Dymally High	New Millennium Secondary	University Pathways Medical Magnet Academy	University Pathways Public Service Academy	Similar Schools Average
English Learner Progress	N/A	45%	39%	N/A	N/A	81%	38%

Year	EL Enrollment	Reclassification Rate
2017-18	14	0%
2018-19	23	7%
2019-20	53	4.3%

We note that our EL reclassification rate in 2018-19 was 7% and in 2019-20 was 4.3%. With a small student population, we reclassified 1 student each of those years, but had a decrease due to our enrollment increase. The failure to reclassify students in our initial year was attributable to our reclassification criteria, which were more stringent than LAUSD's reclassification criteria. Prior to 2019-20, in addition to achieving a "4" on the ELPAC and other criteria, we required

that students achieve “a grade of *B or better* for two consecutive semesters,” and score “Met” or “Exceeds” standards on the ELA portion of the CAASPP.

Starting in 2019-20, we modified our reclassification criteria to align with the California Department of Education standards:

1. Overall score of 4 on ELPAC Language Assessment
2. Exceeds, meets, or high range of nearly meets on the ELA portion of the CAASPP Summative Assessment, or NWEA Summative Assessment
3. Grade of C or better for 2 consecutive semesters in English/Language Arts
4. Lexile Reading level no more than 2 years below grade level
5. Teacher recommendation
6. Parent/guardian approval.¹⁵

These criteria also aligned more closely with LAUSD’s reclassification criteria, which require a grade of “C” or better in ELA classes, and allow a score of Basic/Proficient/Advanced on a Reading Inventory assessment as an alternative to achieving a Met/Exceeded on the CAASPP.¹⁶

Our ELD Program includes both Designated ELD and Integrated ELD as prescribed in the *California English Learner Roadmap*. ELs who are level 1-3 are enrolled in designated ELD to further language proficiency. The Designated ELD teachers have been trained through ongoing professional learning on-site, through the CA Reading and Literature Project (CRLP), as well as attendance in outside workshops and conferences including Kate Kinsella training at LACOE, EL Shadowing, and EL Rise Training. In Designated ELD classes, we emphasize that English is used purposefully, that peer-to-peer discourse is used daily so students can interact in meaningful ways, and that students are equipped with skills to apply language to academic tasks. In terms of integrated ELD, we are clear that ALL teachers are responsible for providing students with scaffolds and access to core content learning. To ensure that every teacher has the necessary tools to address the needs of English Learners in their content area, our work with CRLP provides a set of instructional routines (CALL strategies) that further academic English Language Development. Math and Science teachers also work with their content coaches to deepen academic content learning and provide scaffolds that build academic vocabulary.

We are adopting several key EL strategies to help our diverse ELs (newcomers, LTELs, SWD/ELs) including the following, to help realize better proficiency and academic outcomes:

- Adoption and training in Rosetta Stone.
- One dedicated Designated ELD teacher, to focus exclusively on increasing language proficiency. The teacher will receive ongoing training including EL RISE, formative assessment workshops, and ELPAC training.
- Increased levels of training for all teachers for Integrated ELD, based on Kate Kinsella’s *Strategies and Academic English Language Development for Adolescent English Learners*.

¹⁵ LAPCHS EL Master Plan.

¹⁶ See, e.g., LAUSD Policy Bulletin 5619.8, September 4, 2019, detailing LAUSD reclassification criteria including a grade of “C or better in English” and “Score of Basic, Proficient or Advanced on the Reading Inventory (RI) assessment score *or* Standard Met or Standard Exceeded” on the CAASPP.

- Teacher use of Language Functions during daily lessons (i.e. compare contrast, summarize, taking a supporting position) learned through CRLP Professional learning.
- More intentional, targeted support during Power Hour with common lessons and activities.
- Use of Cengage curriculum; Inside the USA and EDGE.

Our outlook to serving English Learners is also grounded in equity and access. Bilingualism is a gift and we foster pride in students' culture and language whether they are a native or heritage speaker. In addition to our pedagogical approach, we ensure that all English learners have appropriate accommodations, support in primary language as needed by bilingual aides, quality instruction and high expectations. Seeing our English Learners flourish as they communicate in English as they gain proficiency and confidence is a source of pride for our school community.

Chronic Absenteeism

We are unclear why CDE did not issue a chronic absenteeism card for LAPCHS. In 2018-19, our chronic absenteeism rate was 26.1%; in 2019-20, it was 26.4%. Many of our students enter our high school with a history of chronic absenteeism. In fact, problematic attendance is often a factor that draws families to our small personalized learning environment. Chronic absenteeism was stagnant between years. The school has addressed chronic absenteeism through the implementation of early systems for monitoring and tracking students with problematic attendance, and increased outreach to disengaged learners. Outreach efforts intensified this past summer, as we reflected upon the root causes of chronic absenteeism, and appropriate solutions with awareness of the challenges our students and families experience with distance learning. To date we've reduced it to 24%.

LAPCHS has increased focused on chronic absenteeism as a growth area. We hired a dedicated Office Coordinator in 2019-20 to specifically monitor daily attendance. We increased outreach to chronically absent students (defined as those out of school more than 10% of instructional time). Outreach efforts include daily phone calls, parent team meetings, and home visits (conducted with social distancing during distance learning). We have joined the CA Association of Supervisors of Child Welfare and Attendance State Conference (CASCWA), to collaborate with experts in the field to respond to chronic absenteeism and learn best practice. Since we know that attendance is connected to engagement, we have increased methods for increasing disengaged learning. During distance learning, we have adopted a tiered approach to address social emotional needs and anxieties.

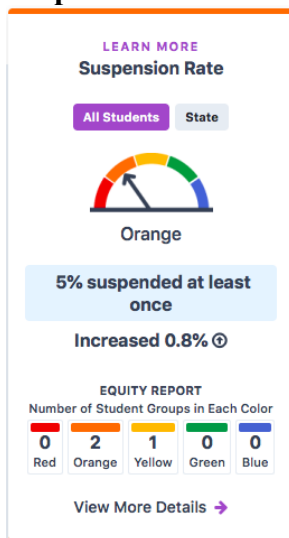
In response to the 26% chronic absenteeism rate between 2018 to 2019, which is similar to that of our Similar Schools who also average a 26% chronic absenteeism rate, we assembled a School Attendance Review Team (SART) that meets weekly to review and respond to attendance data. The team is led by the principal and included our School Business Operations Manager, Office Coordinator, School Psychologist, and social work interns. The agenda includes a review of prior actions, current attendance data, and identification of target students in need of intervention.

SART includes progressive interventions:

- Formal letter and outreach for support
- Additional communication, written action plan based on meeting with family
- Adoption of an ongoing case management model with an action plan that may include referral to outside agencies for support

Average Daily Attendance is monitored and reported daily, and we impart early intervention (parent contact immediately following consecutive absences) in order to catch patterns in student attendance and provide intervention before leading to chronic absenteeism. In order to engage Black Students and families, the current school team has emphasized building relationships through *Promise Time*, Wolf Pack Wednesdays, PBIS initiatives, culturally responsive teaching and representation in history and literature, mentoring, Black College Expo and speakers from HBCU. Additionally, the principal has identified families to reach out to and personally invite to school events. The focus on a more proactive approach to early identification through the SART Team will support individual attendance plans that lead to engaging students and families in meaningful ways.

Suspension



Regarding Suspension, LAPCHS is in the Orange, or second-lowest tier, with a suspension rate in 2018-19 of 5.0% of students suspended at least once, an increase of 0.8% over the prior year.¹⁷ For 2019-20, we are pleased to say that our suspension rate was 0%.

LAPCHS has focused on providing students with a positive school climate and culture. During the second year, the foundations of positive behavioral interventions and supports (“PBIS”) were established with the goal of providing clear and consistent behavioral expectations for learners, and systems for managing student behavior for staff that was restorative rather than punitive in nature. Additionally, campus aides and social work interns through USC provided more caring adults on campus and support for students. Promise Time was established as a time dedicated to social-emotional learning. Over the years, all staff has been actively engaged in the implementation of PBIS that was integral

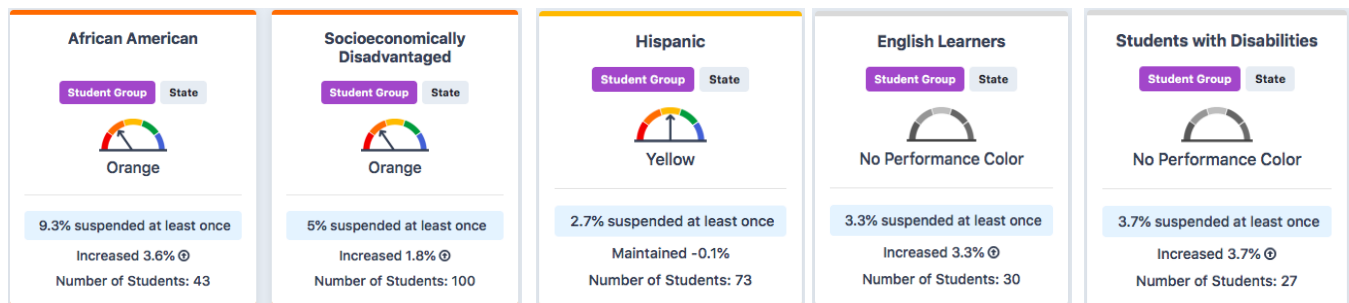
to improving school climate and culture. Students’ behaviors are addressed through a social justice lens. A Dean of Student Culture was hired to lead this work. Behavior infractions are addressed through the steps of the PBIS plan, where students are engaged in a process where they understand how behaviors impact the school community, and what can be done differently in the future to avoid disruptive behaviors through improved decision making. A PBIS Team conducts restorative circles, and parents are contacted and involved to support the Charter School in addressing the behaviors. Alternatives to suspension and other means of correction implemented. In lieu of suspensions, students may research a topic and present to their peers, create a PSA or project, or be excluded from an event.

In our second year of partnership with LACOE for the PBIS cohort, we have reshaped the learning environment. This has led to a decrease in suspension rates, staff retention, and a comprehensive Multi-Tiered Systems of Support (“MTSS”) plan that addresses the needs of staff and learners. The success of PBIS can be seen in all elements of the Charter School. During distance learning, the relationships between teachers and students served as a tremendous

¹⁷ <https://www.caschooldashboard.org/reports/19647336119531/2019#suspension-rate-card>

support during a difficult time. This is evidenced by high levels of engagement, with our distance learning attendance/participation averaging 92%.

Subgroup data on suspensions has been relatively consistent with the exception of African American students, who were disproportionately suspended in 2018-19 at 9.3%, compared to 2.7% for Latinx students.



Our suspension rate in 2018-19 was higher than the other Resident Schools though Dymally was at 4%, and compared to the Similar Schools, we were on par with Animo South LA (5%) and New Millennium (6%). In addition to the initiatives described below, the school has made material revisions to element 10 of the original petition and has continuously revised policies in a mindful manner to keep the campus safe and calm.

Resident Schools 2018-19 Suspension Rate

School	LA Promise Charter High School	Crenshaw Science, Technology, Engineering, Math, and Medicine Magnet	Dr. Maya Angelou Community High	George Washington Preparatory High	Manual Arts Senior High	Mervyn M. Dymally High	Susan Miller Dorsey Senior High	Resident Schools Average
Suspension Rate	5%	1%	0%	1%	0%	4%	2%	1%

Similar Schools 2018-19 Suspension Rate

School	LA Promise Charter High School	Animo South Los Angeles Charter	Mervyn M. Dymally High	New Millennium Secondary	University Pathways Medical Magnet Academy	University Pathways Public Service Academy	Similar Schools Average
Suspension Rate	5%	5%	4%	6%	0%	0%	4%

In looking at our subgroups compared to the Resident and Similar Schools, Dymally had a higher African American suspension rate at 10% (compared to our 9%); New Millennium was at 11%. Animo's SED (5% equal to our 5%) and Latinx (5%) was higher than our 3%, while their African American (6%) was lower than ours.

Resident Schools 2018-19 Subgroup Suspension Rate

School	LA Promise Charter High School	Crenshaw Science, Technology, Engineering, Math , and Medicine Magnet	Dr. Maya Angelou Community High	George Washington Preparatory High	Manual Arts Senior High	Mervyn M. Dymally High	Susan Miller Dorsey Senior High
Socioeconomically Disadvantaged	5%	1%	0%	1%	0%	4%	3%
Hispanic/Latinx	3%	0%	0%	0%	0%	2%	1%
African American	9%	2%	0%	3%	0%	10%	3%

Similar Schools 2018-19 Subgroups Suspension Rate

School	LA Promise Charter High School	Animo South Los Angeles Charter	Mervyn M. Dymally High	New Millennium Secondary	University Pathways Medical Magnet Academy	University Pathways Public Service Academy
Socioeconomically Disadvantaged	5%	5%	4%	6%	0%	0%
Hispanic/Latinx	3%	5%	2%	3%	0%	0%
African American	9%	6%	10%	11%	0%	0%

Measurable Pupil Outcomes

In large part, LAPCHS did not meet all MPOs due to an absence of public data due to two main factors; 1) the first year of the charter term (2016-17) was a planning year, 2) data for our first 11th grade CAASPP is not available due to the suspension of CAASPP and ELPAC as a result of COVID-19. The school has shown a strong pattern of growth as evidenced by NWEA data, last administered in March 2020, two weeks prior to the physical school closure due to COVID. The school would have met more outcomes had these factors not been present within the term of the first charter petition. For the upcoming charter term, we have developed MPOs that align with state priorities and reflect our performance in a clear manner for stakeholders.

Measurable Outcomes	School Performance		Result
1. All core subject teachers will be appropriately assigned, credentialed and authorized in the subject area(s) for the classes they teach. (100 of core teachers will be compliant with EDC 44258.9 and all applicable Williams legislation)	Year	School Annual Report (SAR)	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	100	YES
	2018-19	75	NO <i>For this year only</i>
	2019-20	100	YES

2. All students will have access to California Common Core State Standards-aligned, Next Generation Science Standards-aligned, or History-social science content standards aligned course materials – as applicable – and additional materials as outlined in the charter petition. (100 compliance with EDC 60119)	Year	School Annual Report	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	100	YES
	2018-19	100	YES
	2019-20	100	YES
3. School facilities will be clean and maintained in good repair. (> 90, 91, 92, 92.5 of items in compliance or good repair; 100 of items in disrepair fixed by the next inspection)	Year	School Annual Report-Facilities Report (target)	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	81/81 = 100, N/A (>90)	YES
	2018-19	1/29/19: 81/81 = 100 (>91) 100	YES
	2019-20	12/4/19: 81/81=100 >92) 100	YES
4. School will fully implement state standards in all core subjects, including the CCSS in Math and ELA. (1) All new teachers will attend CCSS-aligned PD; (2) Teachers will earn an average of 3 out of 4 on the classroom observation tool rubric on items involving CCSS implementation.)	Year	School Annual Report (target)	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	Yes, Avg. score 2.3	NO First year, inexperienced principal and novice teachers.
	2018-19	Yes, Avg score 3.0	YES
	2019-20	Yes, Avg. score 3.2	YES
5. The School will support a community of learners (Parents, Staff and Students) with parent involvement in workshops, activities and input opportunities. (1) baseline, increase of no less than 3,3, 2.5, 2.5 in parent satisfaction with opportunities for participation in school events	Year	SAR: P satisfaction, 2+ events, PST conf	Outcome Met?
	2016-17	PLANNING YEAR	N/A

and school life on annual survey (2) At least 80, 81, 82, 83 of parents will attend at least two school events per year. (3) 72, 75, 78, 80 of eligible parents will attend parent-student-teacher conferences.)	2017-18	80%	YES
	2018-19	Data not verified	NO Improved data structures and tracking systems implemented.
	2019-20	70% Data was collected for in-person attendance before March, and through virtual attendance after physical school closure.	NO Although we fell slightly short of the outcome, there was an increase after distance learning, due to the school's outreach efforts, and expanded virtual opportunities for working parents.
6. Students will be expected to demonstrate annual progress towards mastering grade level standards. (baseline in 19-20 then Increase of students achieving "Standard Met" or "Standard Exceeded" school-wide and for all significant subgroups in ELA and math by 2 from prior year)	Year	DataQuest	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	N/A- No 11th grade	N/A
	2018-19	N/A- No 11th grade	N/A
	2019-20	CAASPP suspended due to COVID-19	N/A
7. The school's annual API (or successor indicator) will meet or exceed point growth targets as set by the California Department of Education, per the State Board of Education's new accountability system. YELLOW, GREEN or BLUE on ELA and Math both schoolwide and for all subgroups?	Year	CA Dashboard	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	N/A- No 11th grade data	N/A
	2018-19	N/A- No 11th grade data	N/A
	2019-20	CAASPP suspended due to COVID-19	N/A
8. A-G Course of Study Completion Rates (College Readiness) - Number of students on track to complete A-G requirements successfully by graduation will increase each year. (75, 78,	Year	School Annual Report (target)	Outcome Met?
	2016-17	PLANNING YEAR	N/A

81, 83 of students will be on track to complete A-G requirements)	2017-18	33% (75) [SAR] Grade 9 only	NO Students did not pass classes, due to gaps in foundational Math and ELA Skills- the school needed a stronger intervention program.
	2018-19	28% (78) [SAR] Grades 9-10	NO In response, the school created expanded opportunities for both intervention and credit recovery through the APEX program.
	2019-20	28% (81) [SAR] Grades 9-11	NO Due to the pandemic, students still struggle with passage rates. This is the main focus for improvement.
9. EL students will advance at least one level on the ELPAC each year. (baseline, EL students will advance at least one performance level on the annual ELPAC at no less than 4 more than the baseline year, EL students will advance at least one performance level on the ELPAC at no less than 3, 3 of the previous year.	Year	School Annual Report (target)	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	Baseline Data CELDT Administered to grade 9	N/A
	2018-19	The school administered the ELPAC to grades 9-10	N/A Since the CELDT and ELPAC are different assessments, and the CELDT was only administered to 9th graders, there is not a standard way to determine the increase in levels.
	2019-20	Summative ELPAC Suspended due to COVID-19	In Progress: The school has administered the Optional Summative to students on the cusp of reclassification
10. The reclassification rate will increase each year. (14, 15, 16, 17 reclassification rate)	Year	DataQuest (target)	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	7.10%	YES
	2018-19	4.30%	NO

			The percentage decreased due to an increase in the number of students (grades 9-10)
	2019-20	ELPAC not administered suspended due to DL	In Progress The school has administered the Optional Summative to students on the cusp of reclassification in October 2020, and in in process of reclassification based on recent NWEA Data
11. AP Examination Pass Rate - The School will realize annual increases in the percent of students passing AP exams with a score of 3 or higher. (AP courses will not be offered in Year 1 or 2; however, if a student elects to take an AP Exam independently, the School will request a score report and maintain the results record, baseline rate, The AP exam pass rate shall increase by 2)	Year	School Annual Report (target)	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	N/A- AP courses not offered	N/A
	2018-19	N/A- AP courses not offered	N/A
	2019-20	AP Courses offered for 11th grade class: 28% Overall Passage Rate English Language-8% Spanish- 62% United States History- 15%	YES
12. Early Assessment Program (EAP) College Preparedness Rate - The School will use results from EAP to help measure college-readiness. (CAASPP summative will not be administered in 9th or 10th grade, Establish baseline students achieving “Standard Exceeded” or “Standard Met” on the CAASPP ELA and math summative assessment schoolwide and for all significant subgroups, The of students achieving “Standard Exceeded” or “Standard Met” on the CAASPP ELA and math summative assessment shall increase by 2 schoolwide and for all significant subgroups)	Year	DataQuest (target)	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	N/A- only grade 9 enrolled	N/A
	2018-19	N/A- grades 9-10 enrolled	N/A
	2019-20	CAASPP not administered, suspended due to DL	N/A
13. A The School will maintain a high Cumulative Attendance Rate school wide and for all statistically significant subgroups. (The cumulative attendance rate shall exceed 92, 93, 94, 95)	Year	School Annual Report (target)	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	94% (>92%)	YES
	2018-19	93% (>93%)	YES

	2019-20	93% (>94%)* CA State attendance reporting suspended due to DL	NO Due to the pandemic, the school fell short by only 1%.
14. The School will limit chronic absenteeism, defined as <=90 cumulative attendance. (of students that are chronically absent shall not exceed 12, 11, 10, 10)	Year	DataQuest (target)	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	17% (<12)	NO
	2018-19	26% (<11)	NO
	2019-20	25% (<10)* Internal data, attendance reporting suspended due to COVID-19	NO
15. The School will prevent dropouts by ensuring all students have access to quality curriculum, that parents are engaged, and that there are effective wrap-around supports for students at-risk of dropping out. (The preliminary 1 year cohort dropout rate shall not exceed 15, 2 year cohort dropout rate shall not exceed 15, 3 year cohort dropout rate shall not exceed 14.5, 4 year cohort dropout rate shall not exceed 14.5)	Year	School Annual Report (target)	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	0% (<15)	YES
	2018-19	0% (<15)	YES
	2019-20	0 % (<15)	YES
16. Graduation Rate - The School will maintain high graduation rates (with the longitudinal goal of reaching 95 4-Year Cohort Graduation Rate). (At least one student graduates within 3 years, The School shall meet or exceed a 4-year cohort graduation rate of 75)	Year	School Annual Report (target)	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	N/A- No grads	N/A
	2018-19	N/A- No grads	N/A
	2019-20	N/A- No grads	N/A
17. The School will minimize the use of suspensions. (Suspension rate shall not exceed 2 .)	Year	DataQuest (target)	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	4 (< 2)	NO

	2018-19	6 (<2)	NO
	2019-20	0 (<2)	YES
18. The School will minimize the use of expulsion. (Expulsion rate shall not exceed 1 .)	Year	DataQuest (target)	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	0 (< 1)	YES
	2018-19	0 (< 1)	YES
	2019-20	0 (< 1)	YES
19. The School will maintain a high level of satisfaction from students on the Annual School Climate Survey. (baseline, positive responses among students shall increase by no less than 4 from the baseline, positive responses shall among students shall increase by no less than 3 from the previous year.)	Year	School Annual Report (target)	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	70% (baseline)	YES
	2018-19	48%	NO This decrease in satisfaction was in part due to low completion rates, as the survey was administered later in the school year.
	2019-20	62%	In Progress: There was difficulty completing the survey due to distance learning.
20. All students will have access to a broad course of study in English, Math, Social Studies, Science, Health/PE, and visual/performing arts, and extended learning opportunities as outlined in the School's charter petition. (All students will have access to the course sequence outlined in the School's charter petition, and the pursuit of WASC accreditation in Year 3.)	Year	School Annual Report / Petition	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	Spanish 1 was not offered [Page 43 of original charter]	NO The school was unable to hire a qualified Spanish Teacher, despite ongoing efforts
	2018-19	Spanish 1 offered; The school was awarded Initial WASC accreditation	YES

	2019-20	Yes, all courses were offered	YES
21. Students will demonstrate grade level proficiency in English literacy. (60, 65, 69, 73 of students will achieve a grade level equivalent lexile of no more than 2 grades below their current grade level.)	Year	School Annual Report	Outcome Met?
	2016-17	PLANNING YEAR	N/A
	2017-18	Baseline Data	N/A
	2018-19	9%(>60%).	NO The school shifted to Achieve 3000 to capture Lexile data. Due to system implementation and increased rigor, there was not enough growth to meet this outcome.
	2019-20	9% at mid-year level-set in December- (>65%).	Incomplete Due to COVID-19, a year-end Lexile was not administered. We believe that there would have been growth by June.

While some outcomes were met, others were not. Even given this absence much of the other data captured within our data section indicates that there are important aspects of our program that have met our expectations, while others will require adjustments that have already been made. Still, we have engaged in analysis, and provide these actions based on non-met MPOs. More details of our improvement efforts are embedded in our instructional program.

- **Improved Data Systems, Tracking, and Use** - Our current data team has expanded to include systems and strategies, allowing members to focus on refining the current systems, and more effectively tracking both academic and school climate data. The instructional leadership team is highly focused on using multiple assessment tools to monitor students' progress, and work with teachers to analyze data, use formative and summative assessments to guide instructional planning, and provide more targeted interventions. In the upcoming term, there will be increased emphasis on data collection, tracking and reporting to stakeholders.
- **A-G Course Completion Rates**-This area continues to be a challenge to meet in the current climate. While participation/attendance for distance learning is strong (averaging 92% for fall semester 2020), work completion is an area of concern. The school has implemented an improvement team including school leaders, teachers and counselors to develop differentiated support tiers depending on the needs of the learners. The school is training teachers to improve intervention to both fill in gaps and at the same time, recover credits. Power Hour is a time within the school day to achieve this. Also, there is an emphasis on early intervention, to focus on freshmen.

- **English Learner Outcomes** - The school has redesigned both Designated and Integrated ELD to ensure that all students grow in their language proficiency as measured by ELPAC. All teachers have participated in ongoing professional development to impart strategies for integrated ELD that develop academic vocabulary and foster proficiency for all levels of English Learners. The suspension of the Summative ELPAC for 2019-20 affected our ability to reclassify students. However, we administered the optional summative ELPAC in October and may be able to reclassify more students based on this data.
- **School Climate Outcomes** - Systems to track data relating to family school engagement have been improved to better capture meaningful involvement, through academic conferences, monthly Community Town Hall meetings, ELAC and Parent Advisory Committee, and workshops. Although this is challenging during distance learning, the school has experienced a higher turnout for the 2020-21 year thus far than in the past due to increased outreach. Chronic absenteeism has been addressed through an RTI model, with a team including the principal, school psychologist, and social work interns. The school has shown improvements in this area evidenced through Power School that will be reflected in the upcoming dashboard. In relation to suspension, the school has revised policies, and seen a decrease in suspension. We will continue the successful implementation of PBIS and alternatives to suspension that led to 0% for the past two years.

Actions to Improve Overall Outcomes

Over the current charter term several steps already have been taken to impact academic outcomes, with additional steps planned. We take pride in the positive NWEA data and other internal assessments. Since we are committed to providing high need students with an exceptional education, we will continue to refine our systems and structures. The following are some highlights of specific actions we have and will be taking to address academic performance:

Teacher Hiring

In the first two years of operation, the school struggled to retain teachers. This was largely due to personal and family situations including maternity and teachers moving out of the area. In some cases, the hiring process did generate teachers most prepared to work with our high need student population. In order to improve this condition and retain talented teachers, we revamped our hiring process in 2018-19 with the goal of matching the most committed candidates to our team with a focus on retention. The process includes a multi-part, team interview process with a more targeted set of questions and scenarios as well as a social-emotional component. Furthermore, we focused on robust teacher recruitment in order to attract a larger pool of candidates to our organization. We developed partnerships across our charter network and through local universities. Although the majority of the teachers we hire have less than three years of teaching experience, we have developed support systems to coach and build capacity. Over the term of the charter, we have established systems to support novice teachers, equipping them to meet the academic and behavioral needs of at-risk students.

We have developed a current team of educators who are committed to serving the school community over time. We also provide incentives for retention. Our focus on relationships between and among staff and students has solidified a commitment to our school community. Teachers that hold a preliminary credential clear their credentials through LACOE's induction

program. LAPCHS pays for the two-year program if the teachers commit to a minimum of four years of service. A partnership with the New Teacher Center provides a coaching model to mentor and build teacher capacity. New Teacher Support meetings are held several times a year. Coaching structures improve teacher practice, with emphasis on deepening content knowledge.

All of these actions and initiatives have paid off. For 2020-21, we retained 86% of our teachers, and added two teachers from our high school as we made our final grade expansion to a full 9-12 high school.

Structural Changes

In order to improve college and career preparedness for high school learners, LAPCHS has made structural changes from Year one. This included a shift to a block schedule in 2018-19 to develop time for project-based learning, video production and film programs, and science labs. In Year two, we were approved by LACOE for a material revision to change to an Integrated Math and Integrated Science- three course high school model. This has proven to be the right decision as we continue to explore innovative content learning in STEAM-related areas. The change also built in time for academic intervention and credit recovery in Power Hour, development of Promise Time/Advisory, individualized academic counseling, and common planning periods for teachers to collaborate around data and lesson planning.

Professional Development

We also have made significant improvements to our professional development programs. In 2017-18 as we opened, in collaboration with our middle school we implemented a comprehensive teacher evaluation system based on Danielson's Framework. Teachers are formally evaluated twice per year. In addition to formal observations, the principal commits to at least four informal observations with timely feedback provided in person or in an email communication. Informal observations and feedback are seen as formative assessments to evaluate the effectiveness of daily classroom teaching, and a means of providing teachers with high leverage strategies to improve learning. Even a brief observation will generate areas of strength and improvement. We share the information through "grows and glows." Coaching conversations are facilitated based on classroom feedback using the protocols from the New Teacher Center.

Our bell schedule includes two-hours of weekly professional development and collaborative planning time weekly, and in 2018-19, we launched an annual two-week *Summer Teachers Conference* prior to the start of school for teachers for intensive PD and collaboration. During this conference, held offsite at LMU, teachers collaborate with coaches, school leaders, and peers in grade levels and content teams to analyze the data from the past year, implement school-wide initiatives, create instructional scope and sequence and develop unit plans in their content teams. In August of 2019, four days were dedicated to joint middle and high school content team collaboration and planning, led by our content coaches. This resulted in improvements in instructional practice and increase in teachers' knowledge of their content standards. Due to the pandemic, the team convened virtually for the August 2020 Teachers Conference, but the goals and outcomes persisted in improving teaching and learning, whether distance learning or in-person instruction. Our emphasis on improving STEAM learning led to hiring well-regarded consultants, Dr. Anita Kreide for Science and Dr. Wendy Creek for Math, to work with our Math and Science Teachers.

We introduced Professional Learning Communities (PLCs) and coaching for Math teachers in 2018-19, and in 2019-20, monthly content coaching and PLCs for all academic areas with consultant content coaches. In 2019-20, an Intervention Coach was hired to work with teachers directly, and a STEAM Coach was hired for STEAM PD. The work focused on implementation of the NGSS standards, scope and sequence, and use of aligned curriculum and assessment in a lab-based setting with a collection of phenomena used to drive student inquiry.

These changes have created a culture of continuous learning among our teachers and shared responsibility and collaboration for the work we do with our students. As part of this ongoing work, specific strategies have been and are being implemented to increase academic outcomes, including the following.

Math Strategies:

- Increase instructional coaching time, to include more frequent and targeted feedback from principal and math coach
- Weekly monitoring of IXL Math usage reports.
- During monthly content collaboration, more intense focus on implementation of high leverage math strategies.
- Use of Edulastic to create formative assessments based on CAASPP practice items and aligned to the level of rigor.
- Weekly Block Plans submitted to principal to allow evaluation of objectives and standards alignment in math.
- Focus on structured, outcome driven intervention lessons in groups/stations (break-out groups during distance learning).

ELA Strategies:

- Teachers accountable for daily use of CALL routines; Content Area Language and Literacy; consisting of high leverage strategies for word recognition, fluency, academic language and comprehension.
- Use Achieve 3000 with fidelity to increase student Lexile reading levels. Increase teacher training on Achieve use and monitor weekly usage reports.
- Increase instructional coaching for teachers, provided by the Intervention Coach.
- Implement *Actively Learn*, and train teachers in effective usage to embed content and scaffolds and embed text features.
- Provide extended learning opportunities (before and after school tutoring, breakout rooms,) and monitor growth.

While we know there is much work to be done, we now believe we have the right team and the right structures in place to do that work well.

LAPCHS Also Meets Criterion 3 for Renewal: Our Enrollment and Dismissal Practices are Non-Discriminatory and We Do Not Have Any Substantial Fiscal or Governance Factors

Pursuant to Education Code § 47607(e), Criterion 3 asks whether the charter school's enrollment or dismissal practices are discriminatory and whether the charter school has substantial fiscal or governance factors as grounds for nonrenewal. LAPCHS has not had any issues relating to

discriminatory enrollment or dismissal, nor any substantial fiscal or governance factors that warrant denial of the charter renewal. As detailed in Element 8 of this charter, LAPCHS' enrollment practices are nondiscriminatory and transparent, and there have been no complaints about our enrollment practices or complaints of unfair or discriminatory dismissal. LAPCHS serves all students, including SWD, ELs, students who are academically low achieving, SED, F/HY, or student with other special needs.

As noted, SWD make up 28% of our student population, which well exceeds both County and District averages. We attribute this to several factors that include our focus on inclusion for learners regardless of their disability, a small and personalized learning environment with low teacher to student ratios, and our caring approach to working with families. For many families, LAPCHS provides the type of educational community that they have been seeking out, where parents are seen as valuable partners in their child's learning. In order to best serve our SWD, we provide intensive training for our Resource Teachers and paraprofessionals, and work in close partnership with the LACOE SELPA for support and guidance relating to our program.

Since we emphasize high quality services for SWD, we have partnered with Expatiate Communication for a wide array of services including teacher training, support with IEPs, assessment, data management and tracking service minutes, and service providers. Families work closely with our two RSTs and aides, and report being pleased with the layers of support that the school provides. We continue to seek innovative ways to reimagine our special education program, as we go above and beyond to provide services and support during distance learning.

Our fiscal position, as evidenced by the financials attached to this petition, is strong, with a reserve equivalent to 33% of FY20-21 expenses. Our governance model is detailed in Element 4 of this charter. Our Board includes several prominent leaders of the Los Angeles community who possess a wealth of expertise in education, youth development, post-secondary access, non-profit management, business, real estate, finance, law and more. The Board participates in annual training on the Brown Act, conflicts of interest, fiscal oversight, and other aspects of charter school governance. There are no fiscal or governance factors that warrant denial of our renewal petition.

We do wish to address two key challenges that we have faced in this first charter term, though neither warrants non-renewal:

Start-Up Structure

LAPCHS and LA Promise Charter Middle School (LAPCMS), were established with the backing of the successful LAPF educational non-profit organization that managed three LAUSD partnership schools from 2008 through June of 2020. The plan was for LAPF's two charter and three LAUSD partnership schools to support each other through common practices and shared resources. The initial structure of LAPCHS was in part connected to reform initiatives within the LAUSD partnership schools. As LAPCHS was founded however, it quickly became clear that there are inherent differences in the two structures, and the agency was strained in efforts to meet the diverse and significant needs that existed for all of the schools, particularly as the demands of the District increased along with the unique challenges found in starting-up brand new charter schools in a high-need community. It became clear that the charter schools needed more resources to be successful, and providing the level of support needed generated the need for

separate structures, fundraising, and support systems. The initial charter development team had created a plan for the charter schools that resembled the programs and structures found within LAUSD schools, as team members were involved in management of the partnership schools. Elements needed for charter management are different, and thus there was a need for some significant restructuring. In 2016, the LAPF Board made the decision to separate the instructional leadership roles between partnership and charter schools, and develop a model based on high performing CMOs. At this time, a Director of Schools was hired to focus only on charter schools. This individual came with experience as a high performing middle school principal in a large and successful CMO, with a proven track record of raising student achievement and leadership coaching.

While the charter schools and partnership schools did share some resources such as Data Teams, IT staff, Promise Parent, Human Resources, and programs including Girls Build LA , the two divisions have operated largely separately for the past four years. In February of 2020, the LAPF Board determined that it was ending its management of the partnership schools effective July 1, 2020. LAPF continues to manage some programs such as The Intern Project, Girls Build LA, NSI Improvement Network Media Arts Matter, Promise Parent, and CTC Pathways to support the schools, but is no longer involved in the day-to-day operations of the schools, which are now back under LAUSD's full management. The Board decided that it wanted to commit its focus exclusively to the success of the two charter schools and other programs that strengthen students' learning. With more intense focus on charter management, LAPF is committed to supporting the charter schools in three key areas: recruitment support, fundraising and long-term facilities. We are excited about this renewed energy and focus in these key areas going forward.

Lower Than Planned Enrollment

As a start-up charter school, we share the experience of others in the county in having lower than planned enrollment due to a myriad of factors. Still, the school has remained financially healthy with a reserve due to the commitment of LA Promise Fund and our governing board.

When LAPCHS opened in 2017, we found that it was challenging to attract new high school families to our school since we were an unknown. Our first class freshman decreased from 58 the first year to 35 in the current senior class. Due to space constrictions, we elected to focus recruitment efforts on the incoming freshman class, since it is not common to have a large number of student transfers as upper classmen. The class size of our current seniors decreased over four years. This is not due to the fact that families were unhappy with the school. When students transfer out, we make sure that we understand the reasons why so we can implement feedback from students and families to improve our program. The reasons that students checked out were largely due to moving out of the area. Some students transferred to more established charter schools that are part of larger CMOs, because they were on a waitlist, or had siblings attending these schools. Many families that enrolled the first year relocated to San Bernardino County, where the cost of living is lower or to seek employment or housing opportunities. We also have immigrant families that returned to their home countries to hardship. Lastly, some students simply wanted the experience of a large comprehensive high school including competitive sports programs, football games, and a large student population.

Our LAPCMS promoted their first grade 8 class in June 2018. Thus, LAPCHS has benefited from a larger freshman class with the majority of students matriculating from LAPCMS. These

students and families appreciate our small, personalized school model, where their son/daughter is known by every staff member. Still, there are some students who seek a comprehensive high school experience and elect to attend their LAUSD school of residence, particularly if their siblings attended or family members have a tradition at the given school.

Another challenge to the freshman class for 2020-21 is that Barack Obama, the main school of residence for incoming students, is in the process of becoming a 6-12 span school, and expanded to a 9th grade for this school year.

Of course, for 2020-21, COVID-19 changed our method of recruiting since we no longer have the option to hold in-person meetings or attend community events to meet new families. To adjust to the onset of the pandemic and public health officials' social distancing guidelines, we have shifted to a digital approach to continue our outreach and enrollment efforts. This includes leveraging new platforms like Schola to help families better locate LAPCHS online. We have also invested in paid Facebook and Instagram social ads, both in English and Spanish, to extend our reach to prospective families. Further, we continued to send mailers and used vendors to distribute door hangers with enrollment information to target neighborhoods. With support from LAPF, we will continue both targeted and broad outreach going forward, even thru the pandemic, to increase enrollment as best we can.

We are eager to secure a private, long-term facility for LAPCHS and look forward to the support of LAPF in doing just that in the near term.

Conclusion: LAPCHS Meets All Criteria and Warrants Renewal for a New Five-Year Charter Term

As demonstrated throughout the preceding pages and thorough data analysis, LAPCHS presents a sound educational program and we are achieving measurable increases in academic achievement for our high-needs students in the short time we have been in operation. *Due to COVID's impact on the canceled State testing this past academic year, LAPCHS requires additional time to generate public data that would provide a full picture of the school's academic performance.* Our team is well-qualified with strong capacity to continue implementing the program.

In January 2020, prior to COVID-19, LA Promise Fund engaged in a strategic-planning process with members of the Governing Board, non-profit agency staff members, and key members of the Charter School team. *What resulted was a structural reorganization with enhanced focus and resources dedicated to the success and sustainability of LA Promise Charter Schools.* The primary goal that emerged is to improve academic results through the action steps outlined in the strategic plan. While the impact of the pandemic required us to focus on meeting the basic needs of students and families, we established clear goals to drive our success over the next five years.

In the next five years we will:

- Develop and sustain a positive school culture and climate with high daily attendance and low chronic absenteeism, and strong student enrollment in all grade levels.
- Recruit and retain highly effective and dedicated teachers through competitive salaries, and the creation of teacher career pathways in the form of coaching and leadership opportunities that motivate highly effective teachers to remain in the classroom.

- Foster a healthy, democratic, and equitable school community that promotes civic action and responsible citizenship to reimagine communities.
- Ensure that every LAPCHS student experiences significant levels of personal and academic growth throughout high school and is college and career ready.
- Evaluate student learning through aligned standards-referenced grading, and multiple assessments measures, that include project-based authentic assessments that address real-world issues and integrate proficient use of digital media.
- Develop college and career pathways for students in the field of Digital Media Arts, STEM, and other high growth areas that lack equal representation for students of color.

We look forward to continuing our partnership with LACOE for the next five years.

Element 1 – EDUCATIONAL PROGRAM

Governing Law: “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.” Education Code Section 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.” Education Code Section 47605(c)(5)(A)(ii)

“If the proposed charter school will serve high school pupils, 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.” Education Code Section 47605(c)(5)(A)(iii)

~~Vision & Mission~~

~~Our mission is to use the E⁵F² model to educate our scholars.—~~

- ~~● Engaging Educational Experience.~~
- ~~● Developing Emotional Intelligence.~~
- ~~● Cultivating an Entrepreneurial spirit.~~
- ~~● Inspire creativity in Media and Film.~~
- ~~● Building students to become Financially Literate young adults.~~

~~Our Vision: Empowering young adults to be independent freethinkers ready for the world.~~

Refined Mission Statement:

To cultivate a diverse and inclusive learning community where students from South and Southeast Los Angeles are empowered to excel academically, artistically, athletically, and as compassionate activists dedicated to the well-being of themselves, others and our world.

Refined Vision Statement:

We envision a future where every student, irrespective of their background, is provided with the resources and support to thrive academically, artistically, athletically, and socially. These empowered individuals will navigate their own education and career journeys becoming catalysts for positive change in their own homes, neighborhoods and shaping a more equitable and compassionate society.

The elements of our mission and vision are realized in the following ways:

Academic Excellence:

- Rigorous curriculum fostering critical thinking, real-world learning applications and lifelong learning.
- Career Pathway, Project-based learning, and Dual Enrollment for deep, expanded and integrated learning.
- High academic standards and expectations for all students with supports to reach them.
- Dedicated faculty providing personalized support and mentorship.

Artistic Potential:

- Robust arts programs offering opportunities for self-expression and creativity.
- Access to resources and facilities to explore various artistic disciplines.
- Integration of arts into the curriculum to enhance interdisciplinary learning.

Athletic Achievement:

- Sports programs promoting teamwork, discipline, wellness, fitness, leadership, and sportsmanship.
- Access to athletic facilities and training resources.
- Opportunities for student-athletes to compete at local and regional levels.

Compassion, Activism, Leadership, and Social Justice:

- Cultivation of empathy, integrity, and social responsibility.
- Engaging in community service and advocacy projects addressing social issues.
- Empowerment of students to become advocates for equity and inclusion in their communities.
- Providing socio-emotional resources and training to promote overall wellness.
- Development of a Community School model that integrates supports and connections to resources beyond the school walls for students and their families.

~~The elements of our vision and mission are realized in the following ways:~~

~~*Engaging Educational Experience*~~

- ~~Impart Educate through engaging, multi-learning strategies~~
- ~~Provide personalized learning through Promise Time~~
- ~~Ensure college access~~

~~*Developing Emotional Intelligence.*~~

- ~~Deliver SEL Lessons~~
- ~~Develop community partnerships that enrich learning (JLAG, College Track, The Intern Project)~~
- ~~Empower students through civic action (Girls Build LA, Constitutional Rights Foundation)~~
- ~~Provide counseling on-site or referral to partnerships~~
- ~~Utilize PBIS~~

~~*Cultivating an Entrepreneurial spirit.*~~

- ~~Transform a talent, hobby, or interest into a business through Promise Time Curriculum~~
- ~~Foster Student Leadership~~
- ~~Bring in guest speakers and leader from the local business community~~

~~*Inspire creativity in Media and Film.*~~

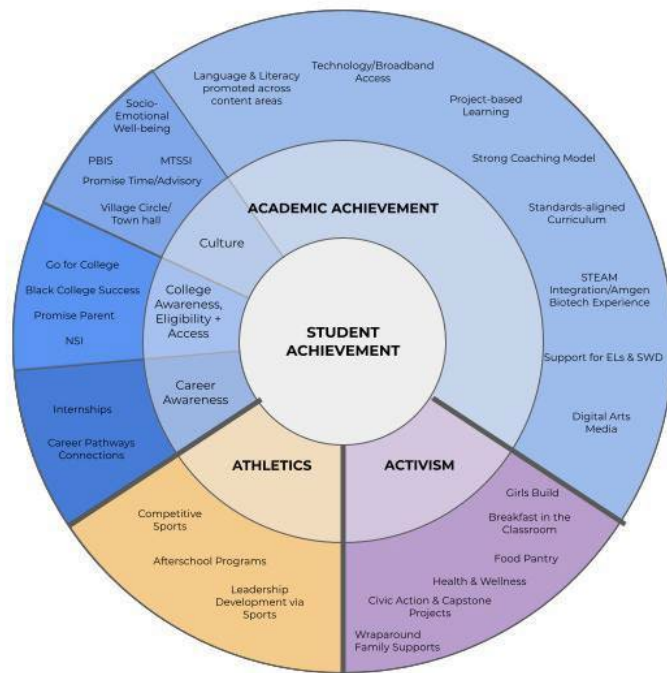
- Offer Career and Technical Education (CTE) courses in digital media and film.
- Provide opportunities for students to have internships in the film industry
- Embed digital media and film theme in core subject areas

Building students to become Financially Literate Young Adults.

- Deliver financial literacy lessons using Wells Fargo Hands on Banking Signature Program
- Provide guest speakers and field trips

Due to COVID-19, our mode of instructional delivery changed but we remain fully committed to the fulfillment of our vision and mission. As a school driven by innovation, we have adapted to our new normal, and are exploring ways to engage students at deeper levels through applied and career learning in pathways like digital media and others, to and prepare students for college and career in a virtual learning environment.

Our Approach



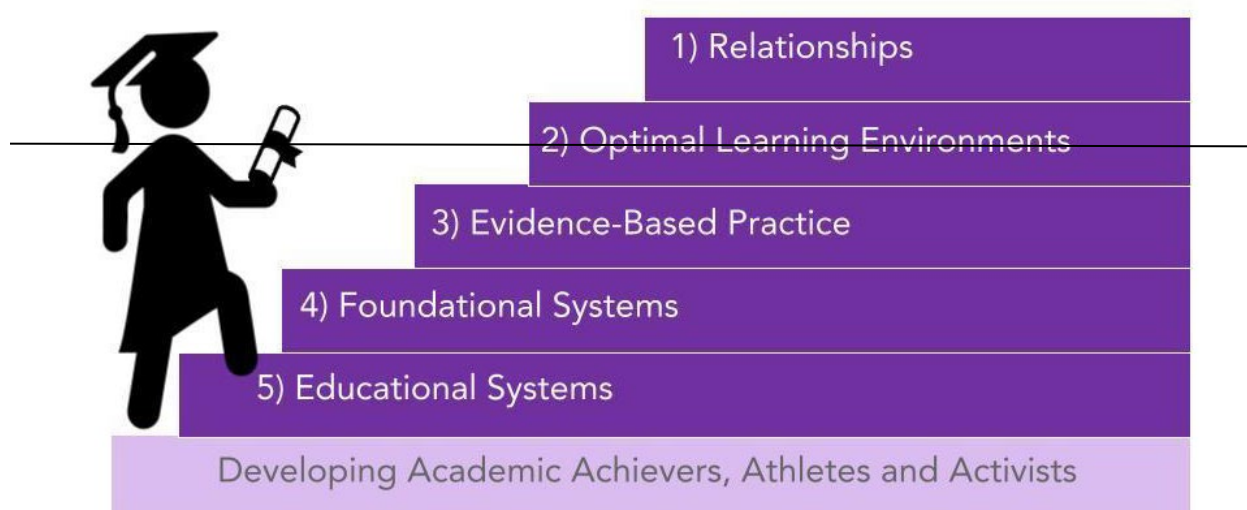


As we embark upon the next chapter of our schools, we are proud of our community and accomplishments. We are excited to be able to enter into a partnership with Russell Westbrook’s Why Not Foundation, to further enrich the lives of our students, and support our school.

Russell Westbrook serves as a role model to the youth of the nation. He grew up in South Los Angeles and attended Leuzinger High School in Lawndale, matriculated to UCLA with a GPA of 3.9, has become one of the National Basketball Association’s (NBA) premier athletes, including being awarded in 2014-15 season long NBA Cares Community Assist Award NBA award for his numerous contributions to community well-being. The LA Promise charter school is proud to join forces with Russell Westbrook Enterprises and the Why Not? Foundation that was established in 2012 to inspire the lives of children, empower them to ask “Why Not?” and teach them to never give up. LA Promise Fund and the Russell Westbrook Why Not? Foundation share a belief that education remains one of the most powerful tools to break generational cycles of poverty, oppression and violence for individuals, families, and communities. Further, they advance that education chisels away at racism by teaching diverse histories and perspectives. Therefore, the LA Promise Fund and the Russell Westbrook Why Not? Foundation are partnering to evolve the LA Promise Charter High School and LA Promise Charter Middle School to become the Russell Westbrook Why Not? High School Westbrook Academy (WA) that will deliver world class education to deserving learners in South Los Angeles youth grades 6 through 12 while simultaneously cultivating scholar athletes, creative contributors, and socially active citizens. The high school Westbrook Academy will continue to afford students a curriculum preparing them for success in high school, college and beyond with a strong emphasis in digital media arts and entertainment. Over time, it will also consider adding a second

career pathway to promote deeper learning and preparation for college and career. The schools ~~are~~ is committed to serving the most vulnerable student populations through a safe and supportive learning climate that utilizes evidence-based practice and a range of programs and services. Students who graduate from ~~Russell Westbrook Why Not? High School~~ Westbrook Academy are equipped with skills that promote innovative thinking, self-agency, effective communication, social awareness, and critical literacy through in-person instruction and in a virtual environment. Through strong relationships with and among students, families, teachers, leaders, and support team members, WA ~~we~~ prepares students for success in College, Career, and Life. Students that attend and matriculate from ~~Russell Westbrook Why Not? High School~~ Westbrook Academy will emerge as strong ~~scholars~~ academic achievers, artists, athletes and activists.

Educational Model



Our model is based on five key elements; 1) Relationships, 2) Optimal Learning Environments, 3) Evidence-Based Practice, 4) Foundational Systems, and 5) Educational Systems.

1. Relationships

Positive relationships between and among families, students, and staff are paramount to our work. Our model relies on the three Rs: *Relationships*, *Routines*, *Resilience* to support our school community, with emphasis on these traits as a means of coping with the pandemic, which disproportionately impacts Black and Brown communities. Positive relationships are fostered through trust, rapport, and respect with and among students, families, teachers, leaders, and support team members. Social-Emotional Learning opportunities are provided for students and staff. *Promise Time/Advisory* is designed to build connectedness to the school community through Advisory cohorts that remain together throughout Middle School. The school partners with *Facing History* for culturally relevant resources and curriculum. *Teacher Teams* are implemented to support content learning and as a means of emotional support. Meaningful family engagement engenders a sense of community and is supported through parent workshops and programs.

2. Optimal Learning Environments

Based on the framework provided by the New Teacher Center, Optimal Learning Environments (“OLE”) create emotionally, intellectually, and physically safe environments. They include Trauma Informed Practice, equitable and culturally responsive instruction, and methods to meet the needs of every learner. Through professional learning, our school leaders and teachers address explicit and implicit bias, and ensure that everyone has what they need to be successful. We prioritize anti-racist education, by integrating culturally responsive pedagogy with social-emotional practice to ensure access and equity for all learners. Multi-Tiered System of Supports contribute to the positive learning climate through a systemized method of supporting the academic and social-emotional needs of learners.

3. Evidence-Based Practice

We execute the best current practice and tailor it to the unique needs of our student population. ~~When we shifted to distance learning as a result of COVID-19, we adopted the Stanford University Online High School’s model, and research from Caitlin Tucker for *Core Thinking Routines*. We have tailored these models to be more inclusive for our students, with the infusion of culturally relevant practice.~~ To address the needs of our sizable population of English Learners we utilize Dr. Stephen Krashen’s *Language Acquisition Theory*, and the work of Dr. Kate Kinsella, *Improving Education for English Learners: Research-Based Approaches* published by the California Department of Education. We partner with the CA Reading and Literature Project at Loyola Marymount University to align practice with CA English Language Arts/English Language Development Framework for CA Public Schools to prepare students for broad levels of Literacy. As we assess the impact of COVID-19 on student achievement, we will continue to explore the best methods for mitigating learning loss, namely, recent studies from the Brookings Institute and NWEA Collaborative for Student Growth.

4. Foundational Systems

Technology Integration has revolutionized the learning process, and is essential to prepare learners for the demands of our ever changing world. ~~RWWNHS~~ WA has adopted Google Classroom, and the Google Suite as our Learning Management System.

We have developed streamlined tools for learners to include uniform landing pages, templates, and google classroom sites. While we have always provided students with a technology-rich environment, our experience with the shift to distance learning during the COVID-19 pandemic has increased our effectiveness in ~~delivery~~ delivering high impact instruction both in-person and through independent study~~distance learning~~. The focus has been on intentional use of applications that result in improved learning outcomes. ~~Our model includes both synchronous scheduled lessons via zoom, and asynchronous learning experiences.~~ We have codified acceptable use policies including FERPA Regulations. Ongoing technology training and support for school leaders, teachers, students, and families is provided on an ongoing basis. All ~~RWWNHS WA~~ students are provided with a school issued laptop and WiFi hotspots as needed. The foundational systems we have created help eliminate the digital divide for our students and families.

5. Educational Systems

Excellence in teaching and learning is at the core of our model. Developing teachers is realized through high quality professional learning and coaching systems that include evaluation, observation, and feedback. Student learning is evaluated through multiple assessment tools with data driven improvement initiatives in place to meet our most critical need – *raising student achievement*. Teacher protocols have been developed and agreed upon to ensure that students are supported and accountable for leading their own learning. Our protocols are seen across content and grade levels, relating to peer-to-peer discourse, focus on Claim, Evidence, Reasoning (CER), and the use of Learning Targets to drive Mastery Learning through I CAN statements. Media Arts Integration and Project-Based Learning are signature practices which define our model of innovation. Our model is grounded in the CA Content Standards, and anchored through Coherent Curriculum adopted for online learning, Standards Scope and Sequence, and Standards-Referenced Grading.

Charter School Annual Goals and Actions to Achieve State Priorities

Please see the section “Goals, Actions and Measurable Outcomes Aligned with the Eight State Priorities” in Element 2/3 of the charter for a reasonable description of the Charter School’s annual goals to be achieved in the Eight State Priorities schoolwide and for all pupil subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals, in accordance with Education Code Section 47605(c)(5)(A)(ii).

Community Interest and Students to be Served

The ~~RWWNHS WA~~ is conceived to meet the needs of deserving learners in the most underserved regions of Los Angeles County. Our evidenced based educational model, and commitment to closing the achievement gap, ensures that students are College and Career Ready. ~~As we plan for a split site next semester, we focus our work on supporting learners and families in the South Los Angeles region to encompass the location of our current site in the South Central (Vermont—Slauson corridor), and South East (Bell) region. As we finally are able to realize our vision to consolidate our middle and high school onto a single site, we work intentionally to serve and fully support learners and their families living in the South and South East regions of Los Angeles.~~ We strongly believe that we can attract learners from both regions, and support families with transportation (bussing) and expanded marketing and outreach. The plans to move to the South East area ~~serve the region~~ accounts for charter saturation in the ~~direct area around the St. Brigid’s site~~ South Los Angeles region, and new possibilities in the

South East region. The new community in the South East region serves a similarly high need and historically underrepresented community. An analysis was conducted for the Bell South Gate community as was originally conducted for South Central Los Angeles. This resulted in learning that there is a need in Bell South Gate for high quality charter schools, and that families from the current school community are willing to take bussing due to their high rates of satisfaction with our school. Additionally, the Bell South Gate community consists of a high percentage of English Learners, and we are equipped to meet the needs of students and community through instruction and wrap around services for families. The Bell South Gate site allows us to integrate ourselves in the community, allowing for long-term viability with strong enrollment and community support throughout the South Central and South East regions.

~~RWWNHS will operate a split campus for the 2021-2022 school year. Our 9th and 10th graders will be at our Bell location and our 11th & 12th graders will be at our South LA location. RWWNHS serves one of the most impacted communities in South LA. The Charter School resides in the Vermont/Slauson Corridor. Located along the southwestern periphery of Russell Westbrook WhyNot? High School neighborhood is ZIP Code 90062, intersected at its core by Western Avenue and Vernon Avenue. Similar to the areas immediately surrounding it, this South LA community of almost 35,000 residents faces many challenges. More than a third of children and families live in poverty (24% and 17.7%, respectively), 3% are unemployed, and the median household income (\$49,443) is well below that of Los Angeles County (\$72,797). Children are predominantly Latino or African American (63% and 31%, respectively), more than half (54%) live in rental housing, and 27% live with someone other than their parents (e.g. grandparents, relatives, foster care or unrelated adults). Nearly, 36% of adults do not have a high school diploma and only 13% have completed their Bachelor's. Among households, 68% of children and 58% of adults speak a language other than English at home.¹⁸ The school will also serve the community of Bell at its new location. Located along the southeastern periphery of Russell Westbrook Why Not? High School neighborhood, is Bell, ZIP Code 90201. Similar to the areas immediately surrounding it, this South LA community of nearly 36,000 residents faces many challenges. More than a third of children and families live in poverty (37% and 24%, respectively), 8% are unemployed, and the median household income (\$44,327) is well below that of Los Angeles County (\$72,797).¹⁹ Children are predominantly Latino 96%, more than half (70%) live in rental housing, and 16% live with someone other than their parents (e.g. grandparents, relatives, foster care or unrelated adults). Nearly, 46% of adults do not have a high school and only 7% have completed their Bachelor's. Among households, 79% of children and 88% of adults speak a language (Spanish) other than English at home.²⁰~~

The school will also serve the community of South Gate at its new location. Located along the southeastern periphery of the Westbrook Academy neighborhood, is South Gate, ZIP Code 90208. Similar to the areas immediately surrounding it, this community of nearly 91,000 residents faces many challenges. eighteen percent of the population live below the poverty line, a number that is higher than the national average of 11.5%.¹⁹ Five percent of the population are unemployed with a median household income (\$79,939) which is well below that of California (\$91,511)²⁰. The population is predominantly Latino 95.3%, with only 12.4% of the population having a Bachelor's Degree or Higher compared to 37% of California¹⁹.

¹⁹ <https://data.census.gov/profile?q=South%20Gate%20city,%20California%20Salinan>

²⁰ <https://www.bls.gov/eag/eag.ca.htm>

When the LAPF Governing Board and Charter Development team submitted the initial petition for ~~RWWNHS~~ WA the intention was to create a school where learners from the South LA community would thrive. In order to accomplish this, the team gathered information about the type of learner that the school would serve, and then created models and programs to meet the needs of these learners. LAPF has maintained a footprint in South Los Angeles with over 25 years of work through programs and partnership in schools in the surrounding neighborhood. Knowing that the resident schools were not fully meeting the social-emotional or academic needs of students and families, the agency set forth to design a school tailored to students who may not have experienced success within a traditional district school. This type of learner would benefit from a small, personalized learning environment that treated families as partners in their child's educational journey.

Furthermore, the school design is based on an inclusive environment that embraces the most vulnerable learners including Students with Disabilities, English Learners, recent immigrants, students experiencing homelessness or in the foster system, and those who had not felt connected to their former school community.

While we prioritize the provision of the highest quality teaching and learning, we also value social-emotional learning and take a holistic approach to educating our students. Wrap-around services and programs that promote the physical, and emotional well-being of students and families are essential to our instructional design and suit our students. We are committed to fostering College and Career Success for Black and Brown students. This can only occur when culturally responsive teaching is at the core of classroom instruction. The school has always hired an ethnically and culturally diverse team, and created a teacher pipeline to motivate college graduates from our community to pursue a career in teaching. It is important that Black and Brown students have the opportunity to learn and be mentored by people who look like them, as well as learning from individuals who are different from them. This approach promotes tolerance and cultural awareness. With these things in mind, we are well positioned to support the students that we serve, and we have fulfilled our commitment to educating the target audience.

¹⁸<https://censusreporter.org/profiles/86000US90062-90062/>

¹⁹<https://censusreporter.org/profiles/05000US06037-los-angeles-county-ca/>

²⁰<https://censusreporter.org/profiles/16000US0604870-bell-ca/>

WA was conceived with these goals in mind:

1. Provide an innovative, highly personalized and rigorous education that prepares students for success in college, career, and life.
2. Build upon the Community School framework to holistically support economically challenged students and their families through the integration of essential wrap-around services.
3. Support the school, faculty, students and families through supplemental funding, programs, partnerships and in-kind resources acquired by LA Promise Fund.

A high-quality education can combat the impact of childhood poverty. According to Caroline Ratcliffe in *Child Poverty and Adult Success* (2015), “Low-income children caught up in their parents’ economic struggles experience the impact through unmet needs, low-quality schools, and unstable circumstances.” According to the last US Census Bureau (2014) “Children as a

group are disproportionately poor: roughly one in five live in poverty compared with one in eight adults.” What Ratcliffe describes as persistent childhood poverty impacts Black and Brown children at higher levels. To help overcome the impact of poverty, it is crucial that families and children in disadvantaged neighborhoods have equitable access to high quality education, enrichment opportunities and support services throughout their educational experience. Middle School sets the stage for high school preparedness, A-G completion, and college and career success.

Our school community serves a sizable population of recent immigrants and children of immigrants. As an immigrant friendly school, we recognize and respond to the challenges faced by this population. Many members of our parent community have not had access to education in their home countries or the United States, and benefit from a welcoming school community that supports students and families in meeting basic needs. The barriers that immigrant students and families face is underscored in a recent report by the USC Center for Immigration Integration, “*State of Immigrants in LA County (2019)*.” The report emphasizes that there are “deep disparities in education and the workforce among Latino and black immigrants.” We are committed to providing equitable educational opportunities that guide immigrant families through the educational system, including parent education opportunities (technology training, citizenship classes, financial planning for college), and sharing community resources.

Demographics

A. Projected Student Enrollment

Grade Level	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
<u>6</u>				<u>75</u>	<u>90</u>	<u>100</u>
<u>7</u>				<u>60</u>	<u>80</u>	<u>100</u>
<u>8</u>				<u>60</u>	<u>80</u>	<u>100</u>
9	83	75	70	85 <u>65</u>	80	<u>90</u>
10	77	80	75	70 <u>60</u>	85 <u>81</u>	<u>85</u>
11	78	77	80	75 <u>40</u>	70	<u>80</u>
12	45	61	80	80 <u>40</u>	75 <u>51</u>	<u>70</u>
Totals	283	293	305	310 <u>400</u>	310 <u>532</u>	<u>625</u>

~~RWWNHS~~ WA provides a free, nonsectarian, public education to students in grades 6 ~~9~~-12. At capacity i- In 2026-27 the school will serve a total middle and high school program enrollment of 310625.

B. Enrollment During Previous Charter Term

Grade Level	2017-2018	2018-2019	2019-2020	2020-2021
9	60	45	71	71
10	N/A	44	37	66
11	N/A	N/A	33	35
12	N/A	N/A	N/A	32
Totals	60	89	141	204

For 2017-18 through 2019-20, enrollment as of last day of school year. For 2020-21, enrollment as of 10/8/2020.

For the past 3 years, the school's enrolled student demographics (as of Norm Day) were:

Demographic Group	2017-2018	2018-2019	2019-2020
<i>Total Enrollment</i>	56	97	153
<i>Hispanic or Latino</i>	54%	64%	67%
<i>African-American</i>	45%	33%	30%
<i>White</i>	0%	1%	0%
<i>Asian</i>	0%	1%	0%
<i>Filipino</i>	0%	0%	0%
<i>American Indian or Alaska Native</i>	0%	0%	1%
<i>Pacific Islander</i>	0%	0%	0%
<i>Multiple or No Response</i>	0%	0%	3%
<i>Male</i>	54%	56%	61%
<i>Female</i>	46%	44%	39%
<i>Economically Disadvantaged</i>	93%	87%	79%
<i>English Learner</i>	25%	24%	35%
<i>SPED</i>	27%	23%	27%
<i>Homeless</i>	0%	0%	0%
<i>Foster</i>	0%	0%	1%
<i>Migrant</i>	0%	0%	0%
<i>Total</i>	100%	100%	100%

An Educated Person in the 21st Century – Student Learning Outcomes

RWWNHS WA exists to prepare Black and Brown students for success as educated and compassionate 21st Century citizens, and increase representation from our community in postsecondary education, STEM related fields, public policy and leadership. Thus, it is imperative that every student at RWWNHS WA is equipped with 21st Century skills. We define a 21st Century Learner as one who masters academic content, evaluates and synthesizes various informational sources, and applies their learning in meaningful ways, with respect for diversity. RWWNHS WA students exemplify the three Rs in addition to three Cs: *Creativity, Communication and Collaboration*. RWWNHS WA Learners will be proficient in the use of virtual tools to break down barriers and advance equitable opportunities through their lives. Core competencies that are Integral to 21st Century Learning include digital literacy, collaboration, emotional intelligence, and the ability to solve complex programs through creative solutions. RWWNHS WA graduates will thrive in college and career equipped with academic competency, cultural awareness, and productive citizenship.

Our Learning Outcomes:

1. *Learners will develop a **growth mindset** and take ownership of their learning.*

2. *Learners will* **communicate** learning through effective speaking and writing.
3. *Learners will* **respect** diverse cultures and beliefs.
4. *Learners will* build healthy and positive **relationships** with adults and peers.
5. *Learners will* make **positive contributions** to their community.

How Learning Occurs at RWWNHS WA

At RWWNHS WA learning occurs through a small personalized learning environment and rigorous, relevant standards-based instruction. We recognize the critical need to improve students' outcomes, and are engaged in a cycle of continuous improvement to raise student achievement. We have implemented a model based on evidence based practice, that is constantly evaluated and reshaped in order to improve results. We foster student achievement, engagement, and well-being through the following structure: 1) *Excellence in Teaching and Learning*, 2) *Support for Teachers and Leaders*, 3) *Positive School Climate and Culture*, 4) *College and Career Preparedness*, and 5) *Community School Hub*.

1) Excellence in Teaching and Learning	
Coherent Curriculum	The Glossary of Educational Reform (Great Schools Partnership, 2014), defines <i>coherent</i> or <i>aligned</i> curriculum as instructional programs that are well organized and purposefully designed to facilitate learning, free of academic gaps and needless repetitions, and aligned across lessons, courses, subject areas, and grade levels. When selecting curriculum, we refer to EdReports.org an independent nonprofit designed to improve education by providing reviews of K-12 instructional materials in order to adopt the best curriculum to meet the needs of our student population.
Standards Assessment Alignment	Evidenced in classrooms through digital agendas posted for students. To ensure alignment across these areas, teachers must have a deep understanding of their content standards, and consider: <i>Learning Objectives/Targets</i> – I CAN statements that clearly describe what students will learn and be able to do at the end of a lesson, unit, or project/presentation. <i>Assessments</i> – Must reflect the level of rigor in the content standards and measure student mastery of the standard. <i>Instructional Strategies</i> – Throughout the lesson cycle, teachers must assess what extra support or scaffolds students may need. Examples may include use of graphic organizers, sentence frames, chunking information, and levels of questions.
Standards Referenced Grading	Standards-Reference Grading is based on Dr. Robert Marzano's High Reliability School Model, and focuses on measuring students' proficiency on a specific set of outcomes. "Grades are feedback to the learner on the degree to which he/she has the knowledge in standards (benchmarks, indicators, learning goals) at a particular point in time." —Robert J. Marzano.
Evidence-Based, High Impact Teaching	Evidence-Based High Impact Teaching practices reliably increase student learning when applied. <u>RWWNHS WA</u> Teachers attain these strategies through professional learning and work with content coaches. Examples include the instructional routines embedded in the Content Area Language and Literacy ("CALL") for before, during and

	after reading, use of text and task analysis templates, and use of content maps and graphic organizers.
Scaffolds for English Learners & SWD	All teachers receive training to better support ELs and SWD. The CA Practitioners' Guide for Educating English Learners with Disabilities: https://www.cde.ca.gov/sp/se/ac/documents/ab2785guide.pdf is a reference used, as well as the Universal Design for Learning: www.CAST.org . Teachers received training by Dr. Paul Luelmo, San Diego State University, to provide support for students who are English Learners, and also have a disability. Teachers are trained in strategies that build academic vocabulary and accelerate language proficiency including sentence frames, graphic organizers, and primary language support as needed through bilingual aides. During distance learning, additional support and outreach is provided for English Learners and SWD to mitigate learning loss and increase engagement.
2) Support for Teachers and Leaders	
Teachers as Leaders	Building teacher commitment and retention is an integral component of our program. To this end, we embrace and foster the concept of Teachers as Leaders, through a Distributed Leadership approach. By extending opportunities for shared, collective decision making and creating various leadership roles for teachers, we build capacity for growth and improvement.
Recruitment and Retention of Talented Teachers	We engage with our greater educational community and establish partnerships with local colleges and universities to aggressively hire the best matched teachers for our students. Hiring is a distinct challenge with a national teacher shortage in high need content areas, including special education. The majority of our teachers join our organization with fewer than three years of teaching experience. This underscores the need for intensive training for our novice teachers, and a climate that retains more experienced teachers. We encourage our bilingual paraprofessionals and school community members to enter a career in teaching through the Residency program to create a future pipeline of committed teachers who are familiar with our community. Retention is promoted through our funding of the Teacher Induction Program through LACOE.
High Quality Professional Learning	Teachers at all levels of effectiveness receive high quality professional learning. We launch our year with the two-week annual Summer Teachers Conference in August, to allow time for training, content team articulation, and instructional planning. Our schedule is designed with a student early release day on Wednesday to allow for a weekly two-hour professional learning block. Teachers actively engage in monthly content collaboration, led by instructional coaches.
Instructional Coaching	The Charter School has a part-time intervention coach <u>contracts with content experts who work that works</u> with teachers to create lessons that embed intervention and support struggling learners. Math and Science teachers receive coaching from outside consultants. Content experts work with teachers to unpack standards, analyze student work, and design rigorous and engaging lessons. All other teachers work on a monthly basis with our leads from the CA Reading and Literacy Project to effectively plan lessons that incorporate routines to scaffold

	instruction and further content literacy and support for English Learners.
Evaluation, Observation, and Support	School Leaders have received training from the New Teacher Center; <i>Instructional Mentoring for Equitable Learning</i> . This common language and structure are used to plan conversations during informal and formal observations that identify student learning opportunities and set goals. School leaders coach teachers and are responsible for the evaluation process. Our Teacher Evaluation Tool is based on Charlotte Danielson's Framework for Effective Teaching. Areas of strength and growth are identified through the evaluation process (pre-conference, observation, self-rating, and post conferences. Appropriate support is provided based on teacher effectiveness and need.
3) Positive School Climate and Culture	
Positive Intervention Behavior and Support	Teacher leadership is on display through the PBIS team. <u>RWWNHS WA</u> is in the third year of the LACOE PBIS cohort. As a result, the school climate continues to improve which has led to gains in student satisfaction and daily attendance, and lower suspension rates. The PBIS approach is prevention-oriented, and connected to a Multi-Tiered System of Support to enhance positive student outcomes and improve behavior. The fundamental purpose of PBIS is to make schools more effective, efficient and equitable learning environments for all students. Every year, the elements of PBIS will be integrated at a deeper level.
Social Emotional Learning	<u>RWWNHS WA</u> has created initiatives that support students' emotional well-being, including a partnership with Facing History. SEL standards are addressed through Promise Time/Advisory, and as an integral part of the PBIS Plan. SEL is vital to the success of the most vulnerable learners and builds off evidence-based practice and considers trauma informed practice.
Culturally Responsive Teaching	This approach involves principles of social justice, and builds positive perceptions of culturally and linguistically diverse students and families. Culturally Responsive Teaching promotes inclusiveness, collaboration and tolerance. It ensures that all students are engaged in their learning to include recent immigrants, English Learners, Black Students, SWD, and the LGBTQIA+, and students impacted by housing inequities or homelessness. This is not an isolated element, but integrated through all classroom lessons. Teachers present diverse historical perspectives, select literary genres representing culturally diverse authors, and the accomplishments of people of color are explored through STEM. "Teachers play a key role in making Black students feel safe in school." (Howard 2020) We are committed to improving classrooms for Black students by moving beyond traditional classroom practice and ensuring that our practices address their experience and needs. Inclusivity for Black and Latinx students is considered for every instructional decision made.
Personalization	As a small school community with a family-like environment, we are able to personalize learning and meet the needs of students by customizing our approach based on students' strengths, skills, interests, and needs. Teachers build close relationships with students, and tailor instruction based on how individual students learn best. We utilize our small school structure to adapt to the learning needs of individual students.

Student Support Services	Academic and social-emotional needs are addressed in a myriad of ways. Academic counseling and goal setting occur during Promise Time. A partnership exists with the USC Suzanne Dworak-Peck School of Social Work to place social-work interns that provide individual and group counseling and support for emotional needs. A partnership with Wellnest and Alta Med supports families that need outside counseling or support services.
4) College and Career Preparedness	
Career Technical Education; Digital Media Pathway	<p>Middle school students attend a College Fair held during Promise Time to learn about college choices, and teach about GPA and A-G requirements. Middle school families participate in Parent Promise programs and Destination College, through a partnership with Fulfillment Fund.</p> <p>High School students are prepared for college and career through career pathways in high growth fields. Through a Career Technical Education Integration Grant through CDE, that supports our video production and film program. <u>RWWNHS WA</u> is the lead LEA for the grant that funds <i>Career Pathway Connections</i>, a program managed by LA Promise Fund that creates a collaborative regional approach to align K-12 pathways in our community. Strategies include articulated pathways, career exploration, college and career readiness, and workforce learning. .</p>
College Access	<p><u>RWWNHS WA</u> provides a college going culture through rigorous instruction, A-G alignment, and support for students and families. Go For College (GFC) is operated through LAPF and supplies WA employees full-time college counselors, housed at the Charter School daily/or via teleconferencing. <u>GFC The counselors</u> operate on the premise that all students should be prepared for and informed to make a strong and personal choice about pursuing college education. GFC The counselors expose students to an array of two and four-year public and private colleges and universities. Beginning Fall 2020, <u>RWWNHS WA</u> partnered with <i>College Track</i>. Freshman will attend classes after school at the College Track campus, with transportation provided. They will remain in the program through high school and receive support while at college. The school holds trips to college campuses and brings in guest speakers, including representatives from HBCU. The School has established an additional partnership with Black College Success to support students of Black descent/identity to receive college access and success support to ensure their persistence toward a college degree. <u>The School has additionally partnered with East LA College and Arizona State University (ASU) to offer dual enrollment courses and other enrichment, like math, for high school students. Further, ASU has established a partnership with Westbrook Academy that offers graduates guaranteed enrollment to their university if they meet their minimum entry requirements.</u></p>
Internships	The Intern Project through LAPF offers students opportunities to intern at companies in Los Angeles relating to high growth fields including digital media, entertainment, technology, health care, social services,

	non-profits, design, and more. The goal of the TIP program is to provide growth opportunities for rising seniors and recent graduates to participate in paid internships during the summer (and after school during the school year). Participation in The Intern Project helps students experience careers and gain foundational skills in high growth industries, giving them a glimpse and aim for their long-term career ambitions. Simultaneously, The Intern Project helps build a diverse pipeline of future talent and generates social impact. The relationship between students and business, learning and commerce, can be a foundation for Los Angeles for years to come.
Civic Action	Civic action is an integral element of our program, and broader goals of cultivating engaged citizens and future leaders. Our Civic Action initiatives are supported through the Constitutional Rights Foundation and <u>TCI/History Alive Facing History</u> . Our students engage in academic discussions that include diverse cultural perspectives, allowing them to gain an understanding of how our democracy works. Students will internalize the rights and responsibilities that come with citizenship. As part of our partnership with Russell Westbrook, we will develop a model for a multi-year team project where students identify a problem in our community, and design a project that improves the issue. The project will be presented to a public audience.
5) Community School Hub	
Parent Engagement	We believe that parents, guardians, caretakers, and families are key partners in achieving our Charter School's vision. Promise Parent, through LAPF is the parent engagement team that supports our families with a plethora of programs and services. These include parent education, volunteer, leadership, and advocacy opportunities, and support for school/home communication. The Parent Team helps families overcome barriers to school involvement, and meaningful parent engagement. During the pandemic, the Parent Team ran the Food Pantry, and supported technology training for parents. The Parent Team also supports ongoing recruitment efforts.
Extended Day Programming	RWWNHS WA supports learning beyond the bell through a partnership with After School All Stars, provided through the ASES Grant. The program is held after school <u>and during in-person instruction and virtually during distance learning</u> . The program provideds enrichment through academics and homework support, health, fitness, and nutrition, visual and performing arts, and youth leadership/community service learning. Learners also benefit from afterschool tutoring as well as clubs sponsored by teachers, LA Promise Fund team members and other vetted partners. Some of these clubs include GirlsBuild, JK Living, MENSA, Theatre, ArtsMatter, sports and more. Extended day programming supports working families <u>by keeping students safe and engaged after school hours</u> .
Wrap-Around Services	The California Department of Social Services (CDSS) describes Wraparound as, "a strengths-based planning process that occurs in a team setting to engage with children, youth, and their families." (2020) At RWWNHS WA , wraparound services are a key component of our school-wide PBIS, and support students in foster care, recent immigrants, those experiencing home insecurity or other trauma. LAPF

	supports families through community resources including Wellnest and our partnership through LA Council Districts 8 and 9.
Support for Immigrants	RWWNHS <u>WA</u> supports this sizable portion of our parent community through Promise Parent, and an underlying environment that shows all families that they are welcome. The School connects families with community resources, and routinely arranges for citizenship, GED and ESL classes as well as connecting them with immigration services provided by CHIRLA and others. WA ensures that our front office and parent team protect privacy and civil rights while providing full access to education and other support. The agency and School provide ongoing training for staff to connect with and better understand how to engage families at deeper levels.
Competitive Athletics	Our partnership with Russell Westbrook will result in our students benefiting from a strong athletic program. As part of a well-rounded educational program, sports promote confidence, leadership, teamwork, sportsmanship, and promote health and fitness. Currently, the school lacks full facilities for team sports. Some spaces will be afforded at the new South Gate facility, especially for the purpose of practice. The LA Promise Fund is also raising funds to build additional facilities in the years to come. In the meantime, we are securing additional facilities and space for play and competition. Our students will participate in competitive sports in existing charter school leagues. While we understand that not all students have the desire or interest in competitive sports, being a part of a team will be attractive to many and benefit them in a myriad of ways. During distance learning, students will be provided with enrichment opportunities virtually, and when it is safe to return to school, students can practice and play competitively in accordance with county health mandates.

How We Identify and Respond to the Needs of Pupils Not Achieving at or Above Grade Level Standards

RWWNHS WA employs multiple assessment measures to monitor student progress and identify learners who are not meeting or exceeding standards in order to provide extended learning time and intervention to close achievement gaps. The systems that evaluate student growth and progress included:

- Standards-referenced grading – progress reports are issued every five weeks. During the five week grading period, teachers teach and assess a set of high priority standards designated through instructional guides. School leaders and teachers review students' grades as a method of monitoring progress towards standards mastery. Students who are not proficient earn a grade of NP and receive tier 2 intervention.
- Interim Assessments through NWEA MAP – we administer MAP at three intervals: baseline (August), Interim #1 (Fall/November) and Interim #2 (March/Winter). Grade level and content teams analyze the data, and identify students who need increased support
- Lexile Level Set Reading Assessments – iterative level sets are given in August (baseline), January (mid-year) and June (year-end)
- CAASPP Scores – we utilize practice tests, IAB and ICA in preparation for the Summative CAASPP and in order to monitor growth throughout the year.

- English Learner Assessments – ELPAC Summative scores are used to monitor growth and proficiency, as well as assessments provided through the adopted designated ELD Curriculum

In response to students not meeting or exceeding standards, the school has developed a Response to Intervention (RTI) system. This process accelerates learning for students who are struggling with foundational reading and math skills, and not meeting grade level standards.

All teachers within our schools will use consistent systems and strategies, learned during 6-12 content team professional learning to close the gap for struggling learners. Our schools employ three tiers of RTI for instructional improvements.

Tier 1	Tier 2	Tier 3
Whole Class Instruction <ul style="list-style-type: none"> • High-Impact, Evidence Based Teaching = <i>Best First Teaching</i> • Gradual Release Model (I do, you do, we do) • Integrated ELD and SDAIE Strategies • Ongoing formative and summative assessment • Re-teach/re-assess high impact standards • Ongoing communication with families regarding student progress • Culturally responsive instruction • Group interventions • Curriculum based measurement • After school tutoring 	Small Group Intervention for Students not making progress through Tier 1 <ul style="list-style-type: none"> • Scaffolds provided by teacher to provide greater access • Increasingly intensive instruction matched to student need and rate of progress • Organization and self-management tools provided • Extended learning through after school tutoring, Saturday and Summer Intervention, Teacher Office Hours • <u>Power Up Power Hour</u> Grouping • Break-out rooms during distance learning • Practice/review of key standards through supplemental programs (IXL, Achieve, etc.) 	Intensive Intervention <ul style="list-style-type: none"> • Individualized and intensive interventions to target skill deficits with intervention specialists • Explicit Direct Instruction • Wilson Reading Program • Math stations to apply skills • Focus on remediation of skills and more time spent on addressing high priority grade level standards • Can lead to evaluation and consideration for special education services

Triggers for Tier 2-3 Intervention

The need for Tier 2 Intervention is Triggered by the following Indicators:

- NP in 1 or more Core Classes / GPA Below 2.0
- At-risk for not being on-track for graduation and A-G Course Completion

- Low work completion; not turning in assignments due to ability or work habits
- In class assignments, quizzes, or projects not meeting or exceeding standard based on rubric
- Interim Assessment Score; RIT score ranges at Low or Low/Average
- Reading Lexile Level set scores not approaching college career readiness (below grade level by 2 or more years)
- Teacher/grade level team recommendation based on students falling behind
- Standard not met or nearly met on Interim CAASPP Assessment (ICA), Interim Assessment Block (IAB) or NWEA

One or more of the above indicators will prompt grade level teachers to provide Tier 2 interventions for all students not meeting or exceeding standards.

As students demonstrate growth or progress, the grade level team will determine that Tier 2 interventions are no longer needed, and teachers will continue to provide students with evidence-based/high impact teaching through Tier 1.

For students receiving Tier 2 Intervention and not showing growth, or falling further behind, the team will deem Tier 3 Interventions necessary.

Indicators that raise concern and prompt Tier 3 Intervention include:

- Persistent low work quality
- Little to no work completion
- Credit deficiency
- Consistently not meeting standards based on in class assignments, projects, and assessments
- More than 2 NP grades in core classes
- Little to no growth on interim assessment scores
- Participating in intervention with little to no growth
- Gaps in reading comprehension and fluency; decoding/encoding
- Gaps in grade level math operations

If a student is receiving Tier 3 intervention and not showing progress, the team may consider an evaluation for special education.

Instructional Design & Curriculum

Meeting the Unique Needs of Middle Grade Learners

“Educators need to understand the developmental needs of young adolescents, and in particular their neurological, social, emotional, and metacognitive growth.” (Armstrong 2006). WA meets the unique social-emotional and academic needs of middle grade learners through engaging teaching and the development of critical social-emotional skills. In the classroom, WA students are engaged at high levels through technology/digital media, and collaborative group work and PBL.

In designing learning for middle school, *Taking Center Stage Act II: Middle Grade Success*, published by CDE, serves as a blueprint. TCSII focuses on brain research and adolescent development. “Educators need to understand the developmental needs of young adolescents, and in particular their neurological,

social, emotional, and metacognitive growth.” Teachers are provided with professional learning that focuses on how to engage young adolescent learners. Research shows that middle school students learn through socialization. We will ensure that our instructional team meets the needs of middle grade learners by tailoring our lessons and classroom activities to target adolescents, providing emotional support, and helping students adapt to their new way of learning. Through professional learning, we will continue to train teachers in implementing the developmentally appropriate strategies recommended through TCSII and other relevant sources.

Meeting the Needs of High School Learners

"...I'm announcing a new challenge to redesign America's high schools so they better equip graduates for the demands of a high-tech economy... We'll reward schools that develop new partnerships with colleges and employers, and create classes that focus on science, technology, engineering and math."

— President Barack Obama, February 12, 2013

As we developed our Charter School’s overall program, we have considered the *Principles of Next Generation High Schools* (US Department of Education). In summary, the principles reshape traditional high schools through hands-on learning aligned with postsecondary and career readiness, personalization of academic learning tailored to student interest, strong content knowledge for teachers in core subjects emphasizing STEAM, academic support for struggling learners, comprehensive college counseling and career exploration, ways to earn college credit while still in high school, and redesign of the scope and sequence of learning to incorporate PBL, technology. At RWWNHS WA, our signature practice of digital media arts integration transforms traditional classroom learning, both in-person and through independent studydistance learning. Evidence based strategies that enhance students' high school and college outcomes include:

- participation in rigorous curriculum;
- small learning communities/small schools of choice;
- career academies;
- dual enrollment;
- early college high schools; and
- college and career counseling

Prioritizing the needs of underserved students, RWWNHS WA realizes that in order to meet the lofty aspirations of the redesigned school, we must consider the vulnerable populations that we serve, and include ways to accelerate and enrich learning simultaneously. Linda Darling-Hammond of Stanford University discusses the need to focus on learning, with the understanding that, “Students have different pathways and approaches to learning.” This is significant in relation to our high number of SWD and English Learners. Darling-Hammond underscores the critical need to allow students to process information through the lens of their own life experience. “Successful schools adjust their teaching modes to meet students where they are (School Redesign Network at Stanford University<http://srnleads.org>). At RWWNHS WA all teachers receive extensive professional development in adapting learning to meet the needs of our student population, as well as how to impart SEL and culturally responsive teaching.

Independent Study Distance Learning

As may be necessary, ~~independent study distance learning~~ shall be offered to ~~RWWNHS WA~~ students in accordance with all applicable legal requirements. Moreover, ~~RWWNHS WA~~ has developed an online learning program for the ~~SY20-21~~ that advances research based best practices for students and families. We have engaged recognized experts in the field to inform a rigorous, engaging, and relationship-building program.

State Standards Aligned Curriculum

Coherent, state standards-aligned curriculum is an integral part of our instructional model. The Charter School shall provide curriculum that is aligned to applicable state content standards and frameworks, including, but not limited to the Common Core State Standards, Next Generation Science Standards, ELD Standards, History-Social Science Framework, and all other applicable standards and frameworks (hereinafter, collectively “State Standards”). We consult EdReports for high quality academic curriculum. Most of the curriculum has a digital version that is designed for or can adapt to ~~independent study distance learning~~. As new adoptions are rolled out, school leaders and teachers will engage in a process to review current and prospective curricula that meet the demands of State Standards, and guarantee that learners have access to the level of curriculum and resources necessary to prepare all students for post-secondary success.

Assessment results will be analyzed on an ongoing basis to ensure that all instructional purchases are effectively supporting teaching and learning, and producing desired results. As a project-based learning school, core and supplemental materials support the balanced approach between structured curriculum and teacher created materials that meet the needs of culturally and academically diverse learners. In order to make certain that the materials are being implemented with fidelity, professional development is provided for teachers to ensure effective use. ~~RWWNHS WA~~ is not tied to any particular program or vendor, but committed to making the best instructional choices for our learners.

The following criteria are considered when making decisions regarding the purchase of instructional materials:

- Alignment with State Standards
- Level of rigor
- Capacity to meet the needs of English Learners
- Capacity to meet the needs of high priority students
- Availability of digital media and technology applications
- Cost

~~Russell Westbrook Why Not? High School~~ Westbrook Academy will reserve the right to modify the instruction program and strategies where necessary to serve the needs of the school community or individual students, while continuing to mandate a UC approved A-G course of study for high school students.

Subject	Core Curriculum	Supplemental Curriculum
English/Language Arts	<u>Amplify ELA (6-8)</u> Engage NY – High School/Commencement Level Common Core English 9-12	<ul style="list-style-type: none">● Achieve 3000● Actively Learn● CommonLit

	McGraw Hill – Advanced Placement	
Mathematics	<u>Illustrative Math (IM)</u> , CPM, High School Core Connections Series, <u>Wiley Calculus</u> <ul style="list-style-type: none"> • <u>Grade 6 Math</u> • <u>Grade 7 Math</u> • <u>Grade 8 Math</u> • IM1 <u>Algebra 1</u> • IM2 <u>Geometry</u> • IM3 <u>Algebra 2</u> • Pre-Calculus • Calculus • AP Calculus • Statistics 	<ul style="list-style-type: none"> • IXL Math • Desmos
History/Social Science	<u>Liberated Ethnic Studies</u> <ul style="list-style-type: none"> • <u>Grade 9-Ethnic Studies</u> TCI History Alive <ul style="list-style-type: none"> • Grade 10 – World Connections • Grade 11- Pursuing American Ideals • Grade 12 – Government Alive; Power Politics and You/ Econ Alive; The Power to Choose McGraw Hill – Advanced Placement	<ul style="list-style-type: none"> • The DBQ Project • Upfront (NY Times Magazine) • Stanford University- Think Like a Historian
NGSS Science	<u>Amplify (6-8)</u> Stemscopes San Diego County Office of Education – <u>independent study</u> Distance Learning Units of Study <ul style="list-style-type: none"> • The Living Earth • Chemistry in the Earth Systems • Physics of the Universe • <u>AP Chemistry</u> • <u>Environmental Science</u> 	<ul style="list-style-type: none"> • Desmos
Spanish	APEX Curriculum National Geographic/Cengage – AP World Languages	
ELD	National Geographic/Cengage; Inside the USA – Beginner 1-2	<ul style="list-style-type: none"> • Brain Pop ELD • Rosetta Stone

	National Geographic/ Edge: Reading, Writing and Language – Level 3-4 LTEL	<ul style="list-style-type: none"> Academic Tool Kit (Kate Kinsella)
Film/Video Production	Teacher Created Materials based on CTE Standards	
Physical Education	Teen Talk Health <u>Middle & High School</u> Curriculum Spark PE	

Additional Supplemental Curriculum and Intervention Materials

- Just Words (Wilson)
- EduLastic

Middle School Course Sequence

Subject	Grade 6	Grade 7	Grade 8
<u>English/Language Arts</u>	<u>English/Reading 6</u>	<u>English 7</u>	<u>English 8</u>
<u>History/Social Science</u>	<u>World History and Geography 6; <i>Ancient Civilizations</i></u>	<u>World History and Geography 7; <i>Medieval and Early Modern Times</i></u>	<u>United States History 8; <i>Growth and Conflict</i></u>
<u>Mathematics</u>	<u>Common Core Math 6</u>	<u>Common Core Math 7</u>	<u>Common Core Math 8</u>
<u>Science</u>	<u>Integrated Science 6</u>	<u>Integrated Science 7</u>	<u>Integrated Science 8</u>
<u>Physical Education</u>	<u>Physical Education 6</u>	<u>Physical Education 7</u>	<u>Physical Education 8</u>
<u>Designated ELD</u>	<u>Designated ELD 6</u>	<u>Designated ELD 7</u>	<u>Designated ELD 8</u>
<u>Academic Enrichment</u>	<u>Academic Enrichment 6 - <i>Focus on Middle School Success; transition to middle school</i></u>	<u>Academic Enrichment 7- <i>Focus on developing identity and relationship building</i></u>	<u>Academic Enrichment 8 - <i>Focus on High School Preparedness and College Readiness</i></u>

High School Course Sequence

	Grade 9	Grade 10	Grade 11	Grade 12
English	Common Core English/Language Arts 9	Common Core English/Language Arts 10	Common Core English /Language Arts 11 or AP English Language & Composition	Common Core English/Language Arts 12 or English Literature & Expository Composition or AP English Literature & Composition

ELD	ELD 1/2 or 3/4	ELD 1/2 or 3/4	ELD 1/2 or 3/4	ELD 1/2 or 3/4
Math Track 1	Integrated Math I <u>Algebra 1</u>	Integrated Math II <u>Geometry</u>	Integrated Math III <u>Algebra 2</u>	Statistics
Math Track 2	Integrated Math I <u>Algebra 1</u>	Integrated Math II <u>Geometry</u>	Pre-Calculus/ Algebra 2	Calculus/AP Calculus
Science	The Living Earth	Chemistry in the Earth System	Chemistry in the Earth System <u>Environmental Science</u>	Physics in the Universe AP Biology or AP Chemistry or AP Physics or AP Environmental Science
History	-	World History	US History OR AP US History	Economics/Govern ment OR AP US Government & Politics
Spanish	May take Spanish 1	Spanish 1	Spanish 2	Spanish 3 OR AP Spanish Language OR AP Spanish Literature
PE	PE	-	-	-
Health/Ethnic Studies	<u>Health (1 Semester) and Ethnic Studies (1 Semester)</u>			
Elective	Intro to Digital Video OR Filmmaking 1 OR Graphic Design OR Design, Photography 1 OR Civil Rights & Civil Action OR Fundamentals of Art OR Theatre/Play Production	Intro to Digital Video OR Fundamentals of Mass Media OR Filmmaking 2 OR Graphic Design OR Stage Design, Photography 1 OR Civil Rights & Civil Action STEM Elective OR Environmental Studies OR Fundamentals of Art OR Theatre/Play Production	Fundamentals of Mass Media OR Fundamentals of Digital Audio OR Digital Imaging/Video Production OR Filmmaking Production OR Graphic Design OR Photography 1 OR Photography 2 OR Civil Rights & Civil Action OR STEM Elective OR Environmental Studies OR Fundamentals of Art OR Theatre/Play Production	Filmmaking Production OR Photo Production OR Cartooning and Animation OR Graphic Design OR Photography 2 OR Civil Rights & Civil Action OR STEM Elective OR Environmental Studies OR Fundamentals of Art OR Theatre/Play Production

Graduation Requirements

**UC/CSU A-G Subject
Requirements**

**RWWNHS WA Course
Offerings**

**Credits Required for
Graduation**

<p>A) History/social science</p> <p>Two years of history/social science, including:</p> <p>One year of world history, cultures and geography (may be a single yearlong course or two one-semester courses), and one year of U.S. history or one-half year of U.S. history and one-half year of civics or American government</p>	<ul style="list-style-type: none"> -World History - US History -AP US History -Economics/Government -AP US Government & Politics 	<p>30</p>
<p>B) English</p> <p>Four years of college-preparatory English that include frequent writing, from brainstorming to final paper, as well as reading of classic and modern literature. No more than one year of ESL-type courses can be used to meet this requirement. (<u>RWWNHS WA</u> students may substitute one year of Designated ELD 3A/B or Designated ELD 4A/B for English 9 for credit toward this requirement)</p>	<ul style="list-style-type: none"> - Common Core English/Language Arts 9 -Common Core English/Language Arts 10 -Common Core English/Language Arts 11 -Common Core English/Language Arts 12 -English Literature & Expository Composition -AP English Language & Composition -AP English Literature & Expository Composition 	<p>40</p>
<p>C) Mathematics</p> <p>Three years (four years recommended) of college-preparatory mathematics that include the topics covered in elementary and advanced algebra and two- and three-dimensional geometry. Approved integrated math courses may be used to fulfill part or all of this requirement, as may math courses taken in the seventh and eighth grades if the high school accepts them as equivalent to its own courses.</p>	<ul style="list-style-type: none"> -Algebra <u>1</u> -Geometry -Algebra <u>2</u> -Integrated Math I -Integrated Math II -Integrated Math III -Statistics -Pre-Calculus -Calculus -AP Calculus 	<p>30</p>

<p>D) Laboratory science</p> <p>Two years (three years recommended) of laboratory science providing fundamental knowledge in two of these three foundational subjects: biology, chemistry and physics. The final two years of an approved three-year integrated science program that provides rigorous coverage of at least two of the three foundational subjects may be used to fulfill this requirement.</p>	<ul style="list-style-type: none"> -The Living Earth -Chemistry in the Earth System -Physics in the Universe -STEM Elective -Environmental Studies-<u>Science</u> -AP Biology -AP Physics -AP Chemistry -AP Environmental Science 	20
<p>E) Language other than English</p> <p>Two years, or equivalent to the 2nd level of high school instruction, of the same language other than English is required. (Three years/3rd level of high school instruction recommended). Courses should emphasize speaking and understanding, and include instruction in grammar, vocabulary, reading, composition and culture. American Sign Language and classical languages, such as Latin and Greek, are acceptable. Courses taken in the seventh and eighth grades may be used to fulfill part or all of this requirement if the high school accepts them as equivalent to its own courses.</p>	<ul style="list-style-type: none"> -Spanish 1 -Spanish 2 -Spanish 3 -AP Spanish Language -AP Spanish Literature 	20
<p>F) Visual and performing arts</p> <p>One yearlong course of visual and performing arts chosen from the following: dance, drama/theater, music or visual art</p>	<p>Sample Courses</p> <ul style="list-style-type: none"> -Intro to Digital Video -Fundamentals of Mass Media -Fundamentals of Digital Audio -Design -Stage Design -Graphic Design -Digital Imaging/ Video Production -Filmmaking 1 -Filmmaking 2 -Filmmaking Production -Photography 1 -Photography 2 -Photography Production -Cartooning and Animation 	20

	- Fundamentals of Art - Theatre/Play Production	
G) College-preparatory elective One year (two semesters), in addition to those required in "a-f" above, chosen from the following areas: visual and performing arts (non-introductory-level courses), history, social science, English, advanced mathematics, laboratory science and language other than English (a third year in the language used for the "e" requirement or two years of another language)	Any non-introductory "F" course, additional core class, or world language class	40
Additional School Requirements		
Physical Education	-PE 1	10

Transferability of Courses

~~RWWNHS WA~~ shall inform parents about the transferability of courses to other public high schools and the eligibility of courses to meet college entrance requirements in a course handbook and provide information on our UCOP list.

~~RWWNHS WA~~ has ~~met initial~~ WASC accreditation, and has courses approved by the University of California or the California State University as creditable under the 'A to G' admissions criteria, which may be considered to meet college entrance requirements.

Credit Recovery

~~Russell Westbrook Why Not? High School~~ Westbrook Academy acknowledges students may fall behind on their progress toward graduation. To accommodate this reality, the Charter School will provide online credit recovery coursework through APEX, or another credit recovery program considered for future adoption. Time for credit recovery will take place as an extended learning opportunity. Although the curriculum is designed to be self-led, teachers and instructional aides will support students, through supervision after-school and during Power Up Hour, to help ensure that students remain on task and assist with any technical difficulties. All online credit recovery coursework will align with UC Doorways, college counseling, and Parent/Student Handbook.

Transfer students who have failed required coursework at their former school will be enrolled in credit recovery classes. Transfer students who arrive from schools with less rigorous graduation requirements, and are consequently in danger of not meeting the requirements of ~~RWWNHS WA~~, may utilize elective periods to fill in the requirement gaps. If gaps still persist, ~~RWWNHS WA~~ may elect to provide summer school programming or online extended learning

opportunities to ensure that transfer students are graduating on time. The School would also consider accepting credits from equivalent coursework earned at a local community college. Counseling staff or the school Principal must clear this coursework for transfer, before the credits will be applied toward graduation.

AP Placement

Students who wish to enroll in an Advanced Placement course must request AP placement from their counselor during the prior school year (or for new students, upon enrollment). In order for the counselor to program a student into an AP course, the student should meet certain expectations regarding academic readiness to thrive in AP. First, the student should demonstrate subject proficiency as evidenced by a course mark of 3 (or B) or better in the subject course immediately preceding the desired AP class in the course sequence. Second, the teacher that taught the previous subject class in the course sequence should recommend that the student take AP coursework the following year. Teachers who have had past experience with students know of their strengths, weaknesses and study habits; this information is very useful in determining readiness for an AP course. Additionally, current and former teachers provide insight into students who may receive marginal grades but are highly driven and can rise to the challenge.

Students who wish to take AP courses even if they do not meet the criteria set forth may still be considered. The Principal and school counselor will meet first with the student to determine their intent and interest in the subject. Once they complete that conversation the student, AP course teacher and parent will meet to outline the requirements of the course. Within that contract there will be several interventions for the student if the course work becomes difficult. The school believes that any student with the interest and determination to take on an AP course should be allowed to do so with direct support from the teacher and school. Students who continue to struggle in an AP class after receiving academic intervention may be moved to a regular class. Every decision will be made in the best interests of students.

Course Descriptions

In order to increase proficiency in ELA and Math, literacy is integrated in all content areas, and interdisciplinary connections are evident in math and science. Media Arts Integration and project based learning foster interdisciplinary teaching focused on high priority ELA and Math Standards. All core classes are aligned with State Standards. Teachers follow a carefully planned scope and sequence; a set of ideas, concepts, and topics for curricular flow. Teachers engage in collaborative planning with peers and content coaches. They are required to submit weekly block plans for feedback from principals and content coaches.

Common Core English/Language Arts (Middle School)

The goal of ELA is to develop engaged and proficient readers and writers with focus on the processes by which learners acquire and apply language. The English Language Arts curriculum of Westbrook Academy will be founded on the belief that all students will be capable of achieving mastery over academic English, provided intentional, vertically aligned, rigorous instruction and the necessary scaffolding to access college preparatory curriculum. Students increase communication skills in the four domains; *listening, speaking, reading, and writing*. ELA instruction considers a student's home language background, and builds from this base to develop effective communication skills in speaking and writing. Scaffolds for English Learners are embedded into daily ELA Instructions. Our ELA instruction is anchored in the Content Area

Language and Literacy Strategies. “Literacy instruction emphasizes the critical role of subject matter text across the disciplines, in preparing students with the broad level of literacy they will need for success in college and career and for full and informed participation in a democratized society and global economy.” (2015, CA Reading and Literacy Project). Based on the CRLP model, our ELA courses are guided by the Common Core Literacy Framework that provides a comprehensive guide for what is important for teachers to cover through the course. High school courses are vertically aligned to AP literature and language courses. Additionally, since the electronic summative state assessment is largely based on reading and writing proficiency, there will be an expectation that English teachers infuse technology in their daily instruction.

Literacy Framework

Reading instruction in ELA courses focuses on helping secondary students become engaged readers who monitor their own understanding, interact with text, and tap into funds of knowledge to understand new material. Students must demonstrate the ability to gain critical knowledge and information from a wide variety of textual sources, and share their learning through discussion, writing, and presentation. Our ELA teachers explicitly teach comprehension strategies to support struggling readers through three categories from the CCSS Reading Standards; *Key Ideas and Details, Craft and Structure, and Integration of Knowledge and Ideas*. During reading instruction, teachers adapt a diagnostic stance, to approach assessment and planning, in order to differentiate for the range of reading abilities in the classroom. Our ELA teachers also consider conditions that lead to students’ literacy development including *success, pleasure, relevance and purpose* (Reading/Language Arts Framework for CA Public Schools (2007). These conditions are all critical for daily instruction and intervention, but we emphasize relevance for our student population since background knowledge and themes generate interest and can be influenced through cultural context. Our ELA team mindfully selects a wide variety of reading materials that represent ethnically and culturally diverse authors and viewpoints.

Text and Task Analysis

All ELA teachers utilize the backwards design process (Wiggins and McTighe, 1998) for their lesson planning. A common practice is the Text and Task Analysis Template, that helps teachers identify the standards to be addressed, content knowledge objective, the purpose of the reading, and expressive tasks (language functions that students need to articulate learning). Core and supplemental strategies are used before reading, during reading, and after reading. Concept maps are heavily utilized to organize student thoughts and help students organize their writing.

Academic English Language Development

Our large population of English Learners face unique challenges in mastering the ELA standards. ELA teachers take into account that students need to make meaning from complex texts. Teachers provide language learners with multiple opportunities to practice using the targeted language through expressive and receptive tasks. Strategies for English Language instruction are embedded in daily lessons and include structured language practice; think-pair share, use of sentence frames, and teaching language function tools (identifying central and supporting idea, cause and effect, summarizing, etc.).

High School

English teachers will incorporate unit materials from various state approved publishers that are designed to prepare students for meeting or exceeding the Common Core State Standards in

English Language Arts. Supporting materials includes expository pieces offering historical contexts and contemporary analysis of major works. Curriculum will include blended learning resources to allow for targeted and individual learning support. There are also trade book recommendations that align to the standards and units as covered by the framework to augment student exposure to relevant literary and expository works.

The Common Core ELA standards for California require that students who are College and Career Ready in Reading, Writing, Speaking and Listening, and Language:

- demonstrate independence.
- build strong content knowledge.
- respond to the varying demands of audience, task, purpose, and discipline.
- comprehend as well as critique.
- value evidence.
- use technology and digital media strategically and capably
- They come to understand other perspectives and cultures.

The common core high school standards work in tandem to define college and career readiness expectations.

Common Core English Language Arts (Core)

~~The English Language Arts curriculum of Russell Westbrook Why Not? High School will be founded on the belief that all students will be capable of achieving mastery over academic English, provided intentional, vertically aligned, rigorous instruction and the necessary scaffolding to access college preparatory curriculum. To meet the needs of second language learners, RWWNHS will support teaching and learning through research based focused on developing readers and writers. All English courses will focus on developing academic language in speaking, writing, reading and listening. All Russell Westbrook Why Not? High School English classes include: in-class reading, timed writing and explicit vocabulary instruction. Classes will be vertically aligned to AP Literature and Language courses. Additionally, since the electronic summative state assessment is largely based on reading and writing proficiency, there will be an expectation that English teachers infuse technology in their daily instruction.~~

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- ~~They comprehend as well as critique.~~
- ~~They value evidence.~~

- ~~They use technology and digital media strategically and capably~~
- ~~They come to understand other perspectives and cultures.~~

~~The common core high school standards work in tandem to define college and career readiness expectations.~~

Common Core English 9

Transcript Abbreviation: *Common Core English 9A, Common Core English 9B*

The purpose of Common Core English 9 A/B is to expose students to various forms of fiction and nonfiction. Students will understand an assortment of literary concepts, including point of view, authors' purpose and literary analysis. This course will allow students to increase reading comprehension by making predictions, analysis of structure and format and inferences. The purpose of this course is to increase reading fluency, vocabulary, speaking and listening comprehension and grammar skills through exposure to both fiction and nonfiction texts. Students will structure multiple academic essays to increase writing skills.

Common Core English 10

Transcript Abbreviations: *Common Core English 10A, Common Core English 10B*

Scholars in English 10 build on their CCSS and SBAC aligned reading, writing, and communication skills. Scholars read broadly and engage in critical analysis and discussion of variety of literary and informational texts, including world and multicultural texts. As writers, scholars deepen their informational, argumentation, and research writing skills when they solidify their understanding of the writing process. Students produce well-organized and well-supported writing projects that address a clear target audience. Scholars further refine their speaking and listening skills through classroom discourse, collaborative projects, and presentations.

English 11

Transcript Abbreviations: *Common Core English 11A, Common Core English 11B, English 11A, English 11B*

Prerequisites: *English 9/Common Core English 9 (Required) and English 10/Common Core English 10 (Required)*

English II is a rhetoric-based course that strategizes student's development of advanced proficiency in expository, analytical, and argumentative reading and writing. Through the process of prereading, reading and post reading activities students learn to make predictions about text, analyze both the content and the rhetorical structures, and properly support their own arguments with evidence from nonfiction and literary texts. Through the process of prewriting, writing, and post writing activities students closely examine the relationship between an author's argument or theme and his or her audience and purpose; to analyze the impact of structural and rhetorical strategies; and to examine the social, political, and philosophical assumptions that underlie the text.

English 12

Transcript Abbreviation: *Common Core English 12 A, Common Core English 12 B*

Prerequisites: *Common Core English 9 (Recommended), Common Core English 10 (Recommended), English 11 (Recommended)*

English 12 is a course in the development of college-level reading, writing, and critical thinking skills, emphasizing basic argumentation. Students analyze ideas and structure in assigned readings and compose essays supporting arguable thesis statements. The second half of the course involves transfer-level expository and argumentative writing with critical reading of nonfiction, fiction, and poetry. A substantial research paper utilizing proper MLA documentation is required, as is a portfolio of the students' best work for each semester. The writing component of the course takes place in the classroom and the computer lab, where students receive individualized instruction in critical reading, the conventions of standard written English, and in all stages of the writing process.

AP English Language and Composition A/B

Transcript Abbreviation: AP ENG LANG A, AP ENG LANG B, AP English Language and Composition A, AP English Language and Composition B

Prerequisite: There are no prerequisite courses for AP English Language and Composition. Students should be able to read and comprehend college-level texts and write grammatically correct, complete sentences.

The AP English Language and Composition course focuses on the development and revision of evidence-based analytic and argumentative writing, the rhetorical analysis of nonfiction texts, and the decisions writers make as they compose and revise. Students evaluate, synthesize, and cite research to support their arguments. Additionally, they read and analyze rhetorical elements and their effects in nonfiction texts—including images as forms of text—from a range of disciplines and historical periods.

English 12: English Literature and Expository Composition A/B

Our 12th graders may take an English Literature course in which they study select works by British authors to consider and analyze philosophical, political, religious, ethical, and social influences of historical periods. Students will engage in discussion to prepare oral and written arguments that provide all relevant perspectives and consider the validity and reliability of sources. Students will engage in a study of interpretative theories to help them understand multiple perspectives and ways to understand literature through different lenses. Students will also examine expository and informational genres (e.g., essays, biographies, critiques, précis, and newspaper and magazine articles) for literal and implied meaning and to demonstrate through classroom discussion, oral presentation, and written expression an understanding of the text. By analyzing such media, students will learn logical and coherent organization, clarity of expression, and suitability in style, usage, and the conventions of writing.

AP English Literature and Composition

Transcript Abbreviation: AP English Literature and Composition A, AP English Literature and Composition B

Prerequisite: There are no prerequisite courses for AP English Literature and Composition. Students should be able to read and comprehend college-level texts and write grammatically correct, complete sentences.

The AP English Literature and Composition course focuses on reading, analyzing, and writing about imaginative literature (fiction, poetry, drama) from various periods. Students engage in close reading and critical analysis of imaginative literature to deepen their understanding of the way's writers use language to provide both meaning and pleasure. As they read, students consider a work's structure, style, and themes, as well as its use of figurative language, imagery, and

symbolism. Writing assignments include expository, analytical, and argumentative essays that require students to analyze and interpret literary works.

English Language Development Courses

ELD 1/2

Transcript Abbreviation: ELD 1/2A, ELD 1/2B, ELD A, ELD B

Expanding ELD is an integrated ELA/ELD program and centers on four units of instruction which, in total, provide instructional content, lesson plans, and other resources necessary for English Language Development. Each of the four units of instruction at grade level contain two key components that are linked and work in tandem: A Core ELA Unit and a designated ELD unit. Each of the units are united by a single theme and essential question. Multi-faceted exploration of themes and questions allows for the development of deep content knowledge, including related content areas.

Students at this level are challenged to increase their English skills in more contexts and learn a greater variety of vocabulary and linguistic structures, applying their growing language skills in more sophisticated ways that are appropriate to their age and grade level. Designated ELD is a protected time during the regular school day in which teachers use the California English Language Development Standards as the focal standards in ways that build into and from content instruction in order to develop critical language English Learners need for content learning in English.

Advanced ELD 3/4

Transcript Abbreviation: Advanced ELD 3/4 A, Advanced ELD 3/4 B, Advanced ELD A, Advanced ELD B

This course is designed to help English Language Learner students develop high levels of academic achievement and proficiency across the core content areas in reading, writing, listening and speaking. The course itself is a combination of English Development embedded in a curriculum meant to mirror that of the English 1 courses at the student's school. ELLs are expected to develop their target language while they interact with a variety of text types from which they must form meaning after analysis and interpretation.

This curriculum is meant to be adaptable to the various linguistic needs and levels of the students in the course. This course should reactivate prior linguistic knowledge while promoting new skill acquisition. As the language skills of the students increase, the teacher is expected to reflect this shift in their teaching and assessment style. Materials are left purposefully flexible as well, in order to be appropriately selected to be within the zone of proximal development of the students. It is expected that the teacher will be continuously monitoring the growth and progress of the students' language, and making text selections accordingly.

Mathematics (Core)

Middle School Courses:

Mathematics classes grades 6-8 align with Common Core State Standards and utilize mathematical practices found in the Common Core: 1) Make sense of problems and persevering in solving them, 2) Reason abstractly and qualitatively, 3) Construct viable arguments and critique the reasoning of others, 4) Model with Mathematics, and 5) Attend to precision. Our math teachers collaborate monthly, and use common language and practice. We teach math

through a conceptual approach, requiring a greater focus on big ideas in math, and having students make connections between these overarching concepts. Common practice in math courses includes the use of visual models and providing opportunities for peer-to-peer discourse. The value of teaching mathematics conceptually, is that it develops a deep understanding of why math is important in the real world. The National Council of Teachers of Mathematics (2013) underscores the effectiveness of the approach, stating that it increases student learning, motivates students, and shifts the “mathematical authority” from teacher to learner. Math instruction involves students working in groups to solve problems and discuss different solutions. Students also apply their math knowledge in hands-on stations that allow them to review standards. Given the fact that many of our students enter middle school several years below grade level, teachers also need to close foundational learning gaps in mathematics. Explicit direct instruction is used for students who are approaching proficiency. Intervention is embedded in daily lessons through small groups, breakout rooms for independent study, and time in stations. Extended math learning time is provided during Power Up Hour, and IXL math is used to apply and review learning.

Grade 6

Instructional time should focus on four critical areas: (1) connecting ratio and rate to whole number multiplication and division and using concepts of ratio and rate to solve problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions and equations; and (4) developing understanding of statistical thinking.

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.(CCSSO, 2010, Common Core State Standards Grade Level Introduction)

Grade 8

Instructional time should focus on three critical areas: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships; (3) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem. (CCSSO, 2010, Common Core State Standards Grade Level Introduction)

High School Courses:

RWWNHS WA offers the traditional math pathway ~~Integrated Math Pathway~~, which blends standards from two or more domains in each of the three course sequences. This pathway is designed to ensure that students master all math standards by grade 12. Mathematics courses can be offered at an accelerated rate to students who meet the criteria, to provide opportunities for additional math courses in grades 11 -12 to include AP Calculus. Students who need additional support in mastering math standards will be provided with support classes and intervention

embedded throughout the school day. Curriculum for the math courses will consist of state adopted, common core aligned core series and supplemental materials, including software programs that allow students opportunities to apply the standards. Guidelines for the University of California (UC) admission requirements clearly state that combinations of integrated math, algebra, geometry and other courses can also satisfy the “c” subject requirement.

Integrated Math I (Credential-One of the following: Single Subject Math, Foundational Level Math, Supplementary Authorization in Intro Math 2, Mathematics Instructional Added Authorization or Subject Matter Authorization in Intro Math 2)

Transcripts Abbreviation: Integrated Math IA, Integrated Math IB

Integrated Math 1A/B is a course where students will explore operations on algebraic expressions, and apply mathematical properties to algebraic equations. Students will problem solve using equations, graphs and tables and investigate linear relationships, including comparing and contrasting options and decision making using algebraic models. Reinforcement of topics from two dimensional Geometry is integrated into this curriculum. This includes applications from the areas of area and perimeter, the Pythagorean Theorem and its applications, as well as geometric proportion. Finally, introductory instruction in the area of mathematical probability is provided to reinforce use of fractions and numerical modeling. Students will periodically review previous units to improve retention of concepts. This course specifically written to align with any Common Core textbook for Integrated Mathematics 1.

Algebra 1 (Credential-One of the following: Single Subject Math, Foundational Level Math, Supplementary Authorization in Intro Math 2, Mathematics Instructional Added Authorization or Subject Matter Authorization in Intro Math 2)

Transcripts Abbreviation: Alg 1

Algebra 1 formalizes and extends the mathematics that students learned in the middle grades. This course focuses on four critical areas: (1) deepening and extending understanding of linear and exponential relationships; (2) contrasting linear and exponential relationships with each other and engaging in methods for analyzing, solving, and using quadratic functions; (3) extending the laws of exponents to square and cube roots; and (4) applying linear models to data that exhibit a linear trend. This course is specifically written to align with any Common Core textbook for Algebra 1.

Integrated Math II (Credential-One of the following: Single Subject Math or Foundational Level Math)

Transcripts Abbreviation: Integrated Math IA, Integrated Math IB

Integrated Mathematics II expands on knowledge gained in the Integrated math I course and also expands into quadratic, absolute value, and other functions. Students will also explore polynomial equations and factoring, and probability and its applications. Coverage of geometry topics extends to polygon relationships, proofs, similarity, trigonometry, circles, and three dimensional figures. Each section in Integrated Mathematics II begins with a discovery Activity or Exploration that encourages conceptual understanding. These provide students with the opportunity to collaborate, explore, question, explain, and persevere as they seek to answer Essential Questions that encourage abstract thought.

Geometry (Credential-One of the following: Single Subject Math or Foundational Level Math)

Transcripts Abbreviation: Geo

High School Geometry formalizes and extends students’ geometric experiences from the middle grades. This courses focuses on six critical areas: (1) establishing criteria for congruence of

triangles based on rigid motions; (2) establishing criteria for similarity of triangles based on dilations and proportional reasoning; (3) informally developing explanations of circumference, area, and volume formulas; (4) applying the Pythagorean Theorem to the coordinate plane; (5) proving basic geometric theorems; and (6) extending work with probability. This course is specifically written to align with any Common Core textbook for High School Geometry.

Integrated Math III A/B (Credential-One of the following: Single Subject Math)

Transcripts Abbreviation: Integrated Math IIIA, Integrated Math IIIB

~~In Integrated Mathematics III, students will expand their understanding of area and volume with geometric modeling, which students will apply throughout the course as they learn new types of functions. Students will study polynomial, radical, logarithmic, rational, and trigonometric functions. They will also learn how visual displays and statistics relate to different types of data and probability distributions.~~

Algebra 2 (Credential-One of the following: Single Subject Math)

Transcripts Abbreviation: Alg 2

Algebra 2 extends and builds upon the understanding of algebraic operations and functions built in both Grade 8 and Algebra 1. Instruction focuses on four critical areas: (1) relating arithmetic of rational expressions to arithmetic of rational numbers; (2) expanding understandings of functions and graphing to include trigonometric functions; (3) synthesizing and generalizing functions and extending understanding of exponential functions to logarithmic functions; and (4) relating data display and summary statistics to probability and exploring a variety of data collection methods. This course is specifically written to align with any Common Core textbook for Algebra 2.

Statistics A/B (Credential-One of the following: Single Subject Math or Foundational Level Math)

This course will cover the basic principles of descriptive statistics, exploratory data analysis, design of experiments, sampling distributions and estimation, and fitting models to data. Statistical concepts will be studied in order to understand related methods and their applications. Other topics include probability distributions, sampling techniques, binomial distributions, and experimental design. The course will also look extensively at the principles of hypothesis testing and statistical inference. Measuring the probability of an event, interpreting probability, and using probability in decision-making will be central themes of this course. Students will be able to complete a thorough investigation of both one-variable data sets and of the relationship between two variables. Examples of games of chance, business, medicine, policy-making, the natural and social sciences, and sports will be explored. Use of the computer and the graphing calculator expose students to the power and simplicity of statistical software for data analysis. The graphing calculator will be used extensively as a learning tool and will be required for the course. This course will utilize state adopted, standards aligned core and supplemental learning materials that build connections between statistical concepts and real-world applications through interactive features.

Pre-Calculus (Credential-One of the following: Single Subject Math)

Transcripts Abbreviation: Pre-Calc, Pre-Calculus

The purpose of this course is to prepare students to take Calculus and other higher levels of Mathematics. Students will build on topics covered in a second year Algebra course and will be able to go into more depth and application of each concept in connection to Calculus. The expected outcomes of this course are for students to have a solid foundation and understanding of functions algebraically and graphically, including trigonometric functions. In addition, students will master the advanced Algebraic skills in working with and developing equations. This course aligns with the goals of the UC Mathematics requirement through allowing students to demonstrate their mastery of concepts through real world problems and scenarios, giving students the opportunity to make and test conjectures, give solutions in multiple representations, using correct symbols and notation, defend and prove that their solution is correct and/or accurate.

This course will cover 7 critical focus areas:

- Complex number system
- Vector and matrix quantities
- Seeing structure in expressions
- Reasoning with equations and in equalities
- Interpreting functions,
- Building functions
- Statistics and probability.

Calculus/AP Calculus A/B (Credential-One of the following: Single Subject Math)

This course will be taught with the same level of depth and rigor as entry-level college and university calculus courses in one variable calculus. The course teaches students how to prove and use theorems evaluating the limits of sums, products, quotients, and composition of functions; how to use graphing calculators to verify and estimate limits; and how to prove and use special limits. Students in Calculus will be able to define and graph the continuity of functions; apply the intermediate extreme value theorems; and both derive derivative formulas and use derivatives to solve a variety of problems from physics, chemistry, and economics involving rate of change of a function. Calculus students learn to use differentiation to solve optimization and rate problems and to sketch graphs of functions by hand and to identify maxima, minima, inflection points, and intervals in which the function will be increasing and decreasing. Students use definite integrals to model problems in physics, such as area, velocity, acceleration, area of a surface of revolution, and work. The course covers using the fundamental theorem of calculus to interpret integrals as antiderivatives and the properties and computation of inverse trigonometric functions. Calculus includes instruction in how to use various tests to determine whether a series converges, how to form new series from known ones; how to calculate Taylor polynomials, and how to apply different techniques to solve elementary differential equations in the context of a wide variety of real-world situations, including growth-and-decay problems. Graphing calculators will be used throughout the course. The AP Calculus course will utilize state adopted textbooks and supplemental content that prepares students for success in college math.

Algebra 1

~~Algebra 1 Common Core is a first-year course in the traditional math course sequence that includes Algebra I, Geometry, and Algebra II. This is a one-year course designed for 9th graders that satisfies the California Common Core Standards for the Traditional Pathway Model. Algebra~~

I Common Core builds and strengthens the study of algebraic expressions, equations, inequalities, and functions.

The content of this course is organized into 7 BIG Ideas in order to help one understand how the math that is being studied connects to the real world. The 7 BIG Ideas are as follows:

- 1) Properties
- 2) Variable
- 3) Equivalence
- 4) Solving Equations & Inequalities
- 5) Proportionality
- 6) Function
- 7) Modeling

Some of the topics covered include simplifying expressions, real numbers, solving equations/inequalities, graphing equations/inequalities, writing linear equations/inequalities, absolute value equations/inequalities, systems of equations/inequalities, direct and inverse variation, exponents and exponential functions, polynomials, factoring, quadratic equations, rational expressions/equations, radicals, and connections to geometry.

History/Social Science (Core)

Middle School Courses:

The same set of CALL strategies used in ELA courses are employed in HSS courses to build content literacy and increase academic language proficiency. HSS is taught through an interdisciplinary approach with ELA and the ELA standards are addressed. Students in grades 6-8 take a three year sequence of HSS courses based on CA History Social Science Standards and Frameworks. Document-based questions and primary sources are used so students can construct knowledge related to the history content using different informational sources. Students demonstrate their learning through project-based learning and presentations. Civics education is a focus, and students apply lessons of history to current events to promote responsible citizenship. History is approached through a multi-cultural lens, representing the viewpoints of marginalized groups in gaining a deeper understanding of history. Instructional practice also includes exposure to art forms from different cultures and civilizations, and historic simulations. The HSS content is designed in a manner that helps students understand the big picture, while grasping important historical concepts relating to different time periods. Learning in history classes begins with an Essential Question to establish the big picture, and incorporates structured note-taking and graphic organizers. History teachers use digital media and primary sources to make the content engaging and relevant. Teachers use the G.R.A.P.E.S. tool (Geography, Religion, Achievements, Politics, Economics, and Social Structures) to connect learning concepts.

Grade 6 – World History and Geography; Ancient Civilizations

Units for Ancient Civilizations; Early Humans, Egypt and Middle East, India, China, Greece, Rome

Grade 7 – World History and Geography; Medieval and Early Modern Times

Units for Medieval Times; Europe, Islam, West Africa, Imperial China, Japan, Civilizations of the Americas, Europe's Renaissance and Reformation, Europe Modern Age

Grade 8 – United States History; The US through Industrialism.

Units for US History; *Colonial Heritage, Revolution in the Colonies, Nation Building/Constitution and Bill of Rights, Expanding Nation, America in Mid-1800's/Era of Reform, Civil War and Reconstruction, Immigration and Industry, Modern Nation*

High School Courses:

~~Russell Westbrook Why Not? High School~~ The 9-12th grade History-Social Science courses will be designed to develop the following literacies:

Historical Literacy: developing research skills and a sense of historical empathy; *Ethical Literacy*: recognizing the sanctity of life and dignity of individual, understanding the ways in which different societies have tried to resolve ethical issues; *Cultural Literacy*: understanding the rich, complex nature of human cultures; *Geographic Literacy*: developing an awareness of place; *Economic Literacy*: understanding the basic economic problems confronting all societies; *Socio-Political Literacy*: understanding the close relationship between social and political systems. At ~~Russell Westbrook Why Not? High School~~ Westbrook Academy, these literacies will be employed to give students a deeper understanding of their own context and agency.

~~RWWNHS WA~~ will utilize state adopted programs and support materials, including primary sources, to provide a robust framework that helps students connect, experience, and understand the world around them. Students will use this textual framework to acquire and hone the above literacies. Students will engage in an evidence-based approach fosters empathy and reflection, improves students' academic performance, increases their historical understanding, and encourages positive civic participation. Their programs deliver the skills students need to succeed in the 21st century global society, such as the mastery of core academic content; the development of social-emotional competencies; and the ability to think critically and solve complex problems, work collaboratively, and communicate effectively.

World History

Transcripts Abbreviation: World History A, World History B

This full year course explores the expansive history of the human world by reviewing moral and ethical principles of Ancient times to the rise of democratic ideas in modern times framed by the following five themes: (1) interaction between humans and the environment; (2) development and interaction of cultures; (3) state building, expansion and conflict; (4) creation, expansion and interaction of economic systems and (5) development and transformation of social structures. Essential questions will be used to focus areas of study within the units. Students will appreciate and identify patterns and complexities in cultures across time and place including current issues in order to make more informed decisions as citizens of their nation. Other objectives include intelligent questioning, investigating and understanding of multiple explanations of cause and effects that occur historically to further develop historical literacy while presenting their findings in multiple written, digital and oral formats. Students will use this historical literacy and research skills to analyze evidence (primary and secondary sources) to distinguish between valid and false arguments and claims.

AP World History

Transcript Abbreviation: AP World History A, AP World History B

Prerequisite: *There are no prerequisites for AP World History: Modern. Students should be able to read a college-level textbook and write grammatically correct, complete sentences.*

In AP World History: Modern, students investigate significant events, individuals, developments, and processes from 1200 to the present. Students develop and use the same skills, practices, and methods employed by historians: analyzing primary and secondary sources; developing historical arguments; making historical connections; and utilizing reasoning about comparison, causation, and continuity and change over time. The course provides six themes that students explore throughout the course in order to make connections among historical developments in different times and places: humans and the environment, cultural developments and interactions, governance, economic systems, social interactions and organization, and technology and innovation.

United States History

Transcript Abbreviation: *US History A, US History B*

Prerequisite: *World History*

In US History, students study the major turning points in American history in the twentieth century. The course begins with a review of the nation's beginnings and the impact of the Enlightenment on U.S. democratic ideals, and a continuation of the study of global industrialization from a world history course to understand the emergence and impact of new technology and a corporate economy, including the social and cultural effects. Students analyze the change in the ethnic composition of American society; the movement toward equal rights for racial minorities and women; and the role of the United States as a major world power. Students examine the major social problems and trace their causes in historical events. Students examine our rights under the U.S. Constitution and the responsibilities of all citizens in maintaining our democratic ideals.

AP United States History

Transcript Abbreviation: *AP US HIST A, AP US HIST B, AP US History A, AP US History B*

Prerequisite: *There are no prerequisites for AP U.S. History. Students should be able to read a college-level textbook and write grammatically correct, complete sentences.*

In AP U.S. History, students investigate significant events, individuals, developments, and processes in nine historical periods from approximately 1491 to the present. Students develop and use the same skills and methods employed by historians: analyzing primary and secondary sources; developing historical arguments; making historical connections; and utilizing reasoning about comparison, causation, and continuity and change. The course also provides eight themes that students explore throughout the course in order to make connections among historical developments in different times and places: American and national identity; work, exchange, and technology; geography and the environment; migration and settlement; politics and power; America in the world; American and regional culture; and social structures.

United States Government

Transcript Abbreviation: *Government A*

In this course, students examine the foundations and the principles of the American government and the necessity of the population of the United States to become engaged in their communities. The course begins with the origins and foundations of government in the United States, then explores the responsibilities and changes to each of the three branches of government, then finally examines the role and influence of the media on the people, and the peoples' influence on American government. Students will also be exploring local, state, federal, and international

issues that they feel are important in their chosen community. During this process, students will learn to identify a civic issue, investigate that issue, design a proposal to help solve the issue, enact that proposal, and then reflect and self-evaluate their experience, process, and conclusions. From this process, students will be able to identify whether their proposal was efficient and successful in helping solve the civic issue, or where the student can improve the proposal to reach their desired results.

AP United States Government and Politics

Transcript Abbreviation: *AP Gov A*

Prerequisite: *There are no prerequisite courses for AP U.S. Government and Politics. Students should be able to read a college-level textbook and write grammatically correct, complete sentences.*

AP U.S. Government and Politics provides a college-level, nonpartisan introduction to key political concepts, ideas, institutions, policies, interactions, roles, and behaviors that characterize the constitutional system and political culture of the United States. Students will study U.S. foundational documents, Supreme Court decisions, and other texts and visuals to gain an understanding of the relationships and interactions among political institutions, processes, and behaviors. They will also engage in disciplinary practices that require them to read and interpret data, make comparisons and applications, and develop evidence-based arguments. In addition, they will complete a political science research or applied civics project. The required project adds a civic component to the course, engaging students in exploring how they can affect, and are affected by, government and politics throughout their lives. The project might have students collect data on a teacher-approved political science topic, participate in a community service activity, or observe and report on the policymaking process of a governing body. Students should plan a presentation that relates their experiences or findings to what they are learning in the course.

Economics

Transcript Abbreviation: *Economics A, Economics B*

This one-semester course provides a solid foundation of the basic institutions, concepts, principles and practices of economics. Instruction focuses on economic concepts that underlie the United States market system and its operations. The course includes an analysis of the American free enterprise system through a study of comparative economics. They will then compare our economic system to those of other countries and make reasoned judgements about economic questions. They will learn to apply both basic Micro and Macroeconomics concepts, and use the proper vocabulary to express them. Students will be exposed to measurement concepts and methods involving tables, charts, graphs and index numbers in order to comprehend the relationship between economic variables. At the conclusion of this course, students will have gained an overview of basic economic principles and theories within a historical context that addresses basic economic problems, the nature of economic growth, economic fluctuations, and national income distribution. The ability to understand economics enables students to be informed, critical citizens that can participate in the American economic process.

Civil Rights & Civic Action

Transcript Abbreviation: *Civil Rights & Civic Action A, Civil Rights & Civic Action B*

The Fourteenth Amendment to the United States Constitution guarantees the “equal protection of the laws” to all, and it shields the fundamental freedoms of Americans from violation by the federal government or state governments. In conjunction with the Bill of Rights, it is the foundation for

the protection of civil liberties and civil rights in the United States. In this course, students will be introduced to constitutional law through an examination of how the American judicial system interprets today and has in the past interpreted the Fourteenth Amendment in a wide range of civil rights and civil liberties cases. Through these examples, we'll explore how federal and state courts are organized, how cases work their way through the legal system, and how judges arrive at their decisions. A central theme of the course will be the fraught relationship between judicial institutions and partisan political actors; we'll examine how court decisions have shaped U.S. policy with regard to reproductive rights, racial justice, the rights of the disabled, gun control, the rights of criminal defendants, gender equality, and the freedoms of speech and religious expression.

Science (Core)

Middle School Courses:

Similar to our approach to teaching mathematics, science courses are based on common practice and language, and are steeped in NGSS standards. Through STEAM education, we strive to open the doors for students of color to excel in science and pursue careers in the field. Science instruction is issue based, language rich, and taught through an engaging, hands-on approach. During instruction, students learn in groups in a laboratory setting. Science teachers use the 5 E Model for planning. The 5E Model of Instruction includes five phases: *Engage, Explore, Explain, Elaborate, and Evaluate*. "It provides a carefully planned sequence of instruction that places students at the center of learning (SDCOE Science Resource Center, 2020)." In our science classrooms, phenomena (observable events) drive student inquiry. "Phenomena add relevance to the science classroom showing students science in their own world. A good phenomenon is observable, interesting, complex, and aligned to the appropriate standard (<https://thewonderofscience.com/2020>). Common practices used across our science classrooms include questions, use of models, investigations, analyzing and interpreting data, computational/math thinking, constructing explanations, evaluating and communicating information, and focus on Claim, Evidence, Reasoning (CER).

Middle School Integrated Science Topics; *Natural Selection, Mendelian Genetics, Acid/Bases, Decomposition/Synthesis, Oxidation/Reduction, Chemical Formula, Gas Laws*

High School Courses:

~~Russell Westbrook Why Not? High School~~ Westbrook Academy implements the High School Three Course Model. The school offers the NGSS sequence; Living Earth, Chemistry in the Earth System, and Physics in the Universe courses. The three-course model combines all high school performance expectations (PEs) into three courses. To highlight the nature of Earth and space sciences (ESS) as an interdisciplinary pursuit with crucial importance in California, the three courses present an integration of ESS and one of the other high school disciplines.

The Living Earth (Credential-One of the following: Biological Sciences: Specialized, Life Science, Specific Supplementary Authorization in Biological Sciences, Specific Subject Matter Authorization in Biological Sciences and One of the following: Foundational Level General Science, Science: Geosciences, Science: Chemistry, Science: Physics Physical Science, Geoscience: Specialized, Specific Supplementary Authorization in Geosciences or Earth Science, Introductory Supplementary Authorization in Science, Physical or General Science,

Introductory Subject Matter Authorization in Science, or Specific Subject Matter Authorization in Geosciences)

Transcript Abbreviations: The Living Earth A, The Living Earth B

This course presents life science and selected Earth science CA NGSS PEs organized into six embedded units that follow a preliminary understanding of scientific practices. The sequence begins with elements of earth and its atmosphere and the contributing effect photosynthesis had on shaping the atmosphere while also examining the role photosynthesis and cellular respiration plays in the flow of energy from the sun to living things. Then the course moves to ecosystems as a whole (looking at both living and nonliving components), progressing into connections within ecosystems and the interactions between the biotic and abiotic factors. From there, the course moves to looking at the complex nature of an organism by learning how DNA plays an essential role in the coding for proteins. The course then leads students into inheritance of traits and takes a look at how the DNA they studied in the previous unit gets passed on and how offspring inherit traits from the parent. From here, the course takes a look at evolution, utilizing their knowledge of how traits are passed on and examining how those traits are influenced over time to yield greater biodiversity and new species. The course ends by coming back full circle to ecosystems and the impacts that humans have on them especially in relationship to climate change.

In this advanced course, students will have additional labs and hands-on experiences to help prepare them for concepts presented in the AP Biology course. Students will also participate in an individual course project that demonstrates their abilities to analyze and communicate biological themes and processes that will best prepare them for AP.

Chemistry in the Earth System (Credential-One of the following: Chemistry: Specialized, Specific Supplementary Authorization in Chemistry, or Specific Subject Matter Authorization in Chemistry and One of the following: Foundational Level General Science : Geosciences Science: Biological Sciences Science: Physics Geoscience: Specialized* Specific Supplementary Authorization in Geosciences or Earth Science* Introductory Supplementary Authorization in Science, Physical or General Science* Introductory Subject Matter Authorization in Science Specific Subject Matter Authorization in Geosciences)

Transcript abbreviations: Chemistry in the Earth System A, Chemistry in the Earth System B, Chemistry of the Earth A, Chemistry of the Earth B

Chemistry in the Earth System is a laboratory and inquiry-based course emphasizing the students' ability to demonstrate their knowledge of chemistry within the context of the Science and Engineering Practices outlined in the Next Generation Science Standards. This course specifically examines the role of chemical properties and processes in driving the Earth system. The sequence of this course is based on a specific storyline about climate **change** modeled in the CA State Science Framework. It begins with a tangible example of combustion and food calorimetry and goes on to explore the combustion of fossil fuels and the release of heat, carbon dioxide and water as a fundamental thread that ties together many of the sections of the course and ensures the chemistry concepts are able to be placed in the context of Earth's systems. While many chemistry courses begin with the study of the atom, this course begins with macroscopic observations of a familiar phenomenon (combustion) and then moves to the microscopic, but begins with simple interactions between particles to explain thermal **energy** and how it is exchanged within systems. Students then apply their understanding of heat flow to see its role in driving plate tectonics within the Earth system. Once the students are firmly thinking about matter as particles, then they undertake the nature of the particles themselves by studying atoms and how their behaviors

are categorized into the periodic table. Once students are equipped to model simple chemical reactions, they return to the combustion chemical reaction and consider the impact its product, carbon dioxide, has on the global climate system. Next, students consider more advanced chemical reactions and apply their understanding of chemical equilibrium to the very real problem of ocean acidification, which has been affected due to changes in carbon-dioxide concentrations in the atmosphere. In the end, students will have explored the fundamentals of chemistry and the role it plays in the Earth's geosphere, its hydrosphere and its atmosphere.

Physics in the Universe A/B (One of the following: Physics: Specialized, Specific Supplementary Authorization in Physics, or Specific Subject Matter Authorization in Physics and One of the following: Foundational Level General Science : Geosciences Science: Biological Sciences Science: Chemistry Geoscience: Specialized Specific Supplementary Authorization in Geosciences or Earth Science Introductory Supplementary Authorization in Science, Physical or General Science Introductory Subject Matter Authorization in Science Specific Subject Matter Authorization in Geosciences)

Transcript Abbreviation: Physics A, Physics B, Physics in the Universe A, Physics in the Universe B

Physics of the Universe is a Next Generation Science Standards (NGSS) aligned course where students build an understanding of major Physics concepts through the lens of Earth and Space Science phenomena. In this NGSS aligned Physics course, students will participate in the process of science looking for patterns in data and asking testable questions to build conceptual and mathematical models from which predictions can be made and formal investigations designed to confirm relationships between variables. As a result of these investigations, null hypothesis and alternative hypotheses will be accepted or rejected, where the strength of the evidence can be assessed, and the results communicated among peers and compared to the scientific literature. Units on seismic waves, sound, and light will build students' understanding of wave characteristics and the key evidence scientists use to develop theories such as The Big Bang. Units on Newton's laws of motion and the Conservation of Momentum will build student's understanding of how bodies, small and large, move in response to forces and how understanding universal forces such as motion of tectonic plates and the planets can be used to engineer devices such as automobile and athletic safety, roller coasters, satellites, and rockets to Mars. Finally, units investigating force fields, electricity, magnetism, and energy will provide students with theories behind energy conversion devices and energy/environmental policy. The integration of Engineering principles will help students design, build, and improve upon current technologies, breaking down complex global problems into more manageable problems that can be solved through this lens. The course taps into students' prior knowledge of mathematical concepts such as unit conversion, the metric prefix system, scientific notation, significant figure rules, dimensional analysis, algebraic rules of calculations, and the geometry of our world. It introduces students to new concepts such as vector analysis, the inverse square law, linear relationships, and manipulation of multiple variable equations. Using mathematical and computational thinking, students engage in argument from evidence and develop scientific explanations in order to communicate recommendations to address real world problems. Students will discuss and evaluate a wide variety of scientific texts and data from different sources, which include the analysis and interpretation of data sets used by the scientific community. In each unit, the Disciplinary Core Ideas and Crosscutting Concepts are contextualized by a "storyline" and assessments are designed to measure competency in a variety of ways, meeting the needs of diverse learners. Formative assessments will be used to adjust

instruction while students self-evaluate their learning, revise their thinking, create a deeper understanding of complex scientific principles, and connect to science in a meaningful way.

The school may offer the following AP Science courses:

AP Biology

Transcript Abbreviation: *AP Biology A, AP Biology B*

Prerequisite: *High school courses in Biology and Chemistry*

Study the core scientific principles, theories, and processes that govern living organisms and biological systems. You'll do hands-on laboratory work to investigate natural phenomena.

Students will learn:

1. Designing experiments and procedures to test a prediction or theory
2. Interpreting data to draw conclusions
3. Collecting and analyzing data
4. Developing and supporting a scientific claim with evidence

AP Environmental Science

Transcript Abbreviation: *AP Environmental Science A, AP Environmental Science B*

Prerequisite: *Two years of high school laboratory science, including life science and physical science, along with at least one year of algebra (or equivalent)*

The AP Environmental Science course is the equivalent of a one-semester, introductory college course in environmental science, through which students will explore and investigate the interrelationships of the natural world and analyze environmental problems, both natural and human-made. Students will take part in laboratory investigations and field work. Note: Students should save their lab notebooks and reports; colleges may ask to see them before granting credit.

Students will learn:

1. Explaining environmental concepts and processes
2. Applying quantitative methods in solving problems
3. Analyzing data, visual representations, and writings
4. Proposing a solution for an environmental problem and supporting your idea with evidence

AP Chemistry

Transcript Abbreviation: *AP Chemistry A, AP Chemistry B*

Prerequisites: *Students should have successfully completed a general high school chemistry course and Algebra II (or equivalent)*

The AP Chemistry course provides students with a college-level foundation to support future advanced coursework in chemistry. Students cultivate their understanding of chemistry through inquiry-based investigations, as they explore content such as: atomic structure, intermolecular forces and bonding, chemical reactions, kinetics, thermodynamics, and equilibrium. This course requires that 25 percent of instructional time engages students in lab investigations. This includes a minimum of 16 hands-on labs (at least six of which are inquiry-based). It is recommended that students keep a lab notebook throughout.

AP Physics

Transcript Abbreviation: *AP Physics A, AP Physics B*

Prerequisites: *There are no prerequisite courses. Students should have completed Geometry and be concurrently taking Algebra II or an equivalent course. Although the Physics 1 course includes basic use of trigonometric functions, this understanding can be gained either in the concurrent math course or in the AP Physics 1 course itself*

AP Physics 1 is an algebra-based, introductory college-level physics course. Students cultivate their understanding of physics through inquiry-based investigations as they explore these topics: kinematics, dynamics, circular motion and gravitation, energy, momentum, simple harmonic motion, torque and rotational motion, electric charge and electric force, DC circuits, and mechanical waves and sound. This course requires that twenty-five percent of instructional time will be spent in hands-on laboratory work, with an emphasis on inquiry-based investigations that provide students with opportunities to demonstrate the foundational physics principles and apply the science practices. Inquiry-based laboratory experiences support the AP Physics 1 course and AP Course Audit curricular requirements by providing opportunities for students to engage in the seven science practices as they design plans for experiments, make predictions, collect and analyze data, apply mathematical routines, develop explanations, and communicate about their work. Colleges may require students to present their laboratory materials from AP science courses before granting college credit for laboratory work, so students should be encouraged to retain their laboratory notebooks, reports, and other materials.

Science Electives

RWWNHS WA students will take three years of high school science. In addition to the three-course model, students may complete the following science electives. The electives are aligned with NGSS standards, and provide students with opportunities to apply high level scientific content to prepare them to embark upon higher education with strong science foundations.

Science Projects (STEM Education)

Transcripts Abbreviations: *Science Projects (STEM Education) A*, *Science Projects (STEM Education) B*

Applied STEM is a year-long course that introduces the fundamental language, ideas, and tools used in the fields of Science, Technology, Engineering, and Mathematics. The course allows students to explore a variety of hands-on, inquiry-based scientific experiments, drawing from physics, biology, economics, psychology and other fields. Simultaneously, students build their foundational science and mathematics skills and learn to design experiments, utilize technology to analyze data, become more proficient and precise writers, and improve their public speaking skills.

Environmental Studies

Transcripts Abbreviation: *Environmental Studies A*, *Environmental Studies B*

Students will utilize scientific principles, concepts and methodologies required to understand 6 foundational interdisciplinary themes: 1. Science as a process; 2. Energy conversions underlie all ecological processes; 3. The Earth itself is one interconnected system; 4. Humans alter natural systems; 5. Environmental problems have a cultural and social context; and 6. Human survival depends on developing practices that will achieve sustainable systems. Students will utilize laboratory investigation and field investigation to study topics. The "real science" behind environmental problems and issues will be explained in this interdisciplinary course. It will closely examine 4 main spheres: Biosphere, Atmosphere, Hydrosphere, Lithosphere and explain how these spheres are interconnected. Global impact by man vs. nature will be a great

focus. Significance of population, use of resources, energy, and conservation will be stressed. Current events, case studies, presentations, and laboratory experiments will be utilized. Focus will be made for students to better be able to apply information acquired to their own community environmental needs. This course will be equally rigorous to other science college prep non-AP courses.

Foreign Language (College Preparatory)

~~Russell Westbrook Why Not? High School~~ Westbrook Academy believes that it will be important for all students to be literate in Spanish. Although many of the students attending ~~Russell Westbrook Why Not? High School~~ Westbrook Academy will speak colloquial Spanish, few read Spanish or understand its proper grammar. Because bi-literacy will be a tremendous asset to students, we offer Spanish to help teach students to become truly fluent in academic Spanish. Students will be, therefore, expected to take a full four years of Spanish coursework.

Courses begin with the grammatical groundwork for Spanish and move through successively more challenging and complex material at each level. Model sentences and reading passages gradually increase in length and complexity. Special long-range projects will be designed to recognize multiple intelligences in student learning styles and interests and connect to the film and entertainment theme and enrichment opportunities. Teachers use audio and videotapes, computer software, and authentic texts (such as newspapers) to enhance reading and listening skills. Students write on a variety of topics, ranging from personal experiences and current events in the lower levels to literary analysis in the upper levels.

~~RWWNHS~~ WA curriculum and supplemental materials that develop foundations of Spanish Language supplemented with blended learning resources such as audio dictionaries, interactive digital practice activities, videos of conversational examples, and educational games.

Spanish 1

Transcript Abbreviation: Spanish 1A, Spanish 1B

This course is an introduction to the Spanish language and Latin American cultures. Basic grammar and sentence structure are taught to develop the ability to communicate accurately and effectively in speech and in writing. Students develop comprehension of the Spanish language and respond to the language demands of transactional and social contacts. Spanish sounds are learned through imitation and repetition to develop everyday vocabulary. Cultural themes of the Spanish-speaking world are introduced to offer students insights into the Spanish and Latin American cultures.

Spanish 2

Transcript Abbreviation: Spanish 2A, Spanish 2B

Prerequisite: Spanish 1 (Recommended)

This course first, goes back to themes from Spanish 1 to review and reteach previous content. Spanish 2 is a continuation and expansion of the students' vocabulary, grammar, and understanding of Hispanic culture. The purpose of the course is to build upon what the students already know from Spanish 1, basic understanding of the language and culture that allows the students to carry on small conversations with a higher level of proficiency in the language.

Spanish 3

Transcript Abbreviation: Spanish 3A, Spanish 3B

Prerequisite: Spanish I (or equivalent) (Required), Spanish II (or equivalent) (Required)

In Spanish III, students build upon the skills and knowledge they acquired in Spanish I and II. The course presents new vocabulary and grammatical concepts in context while providing students with ample opportunities to review and expand upon the material they have learned previously. Students read and listen to authentic materials from newspapers, magazines, and television. The content is focused on contemporary and relevant topics such as urbanization and population growth in Latin American countries, global health concerns, jobs of the future, and scientific advancements. The materials engage students as they improve their command of Spanish. Students review the formation and use of regular and irregular verbs in the present and future tenses, as well as the use of reflexive particles and infinitives. They also expand their understanding of noun and adjective agreement, the comparative and superlative degree of adjectives, and the placement and use of direct and indirect objects and pronouns. Students expand their vocabulary through exposure to word roots and families, popular slang, the correct use of words that are often confused for one another, and review of concepts such as proper placement of accents and stress. Presentation of new materials is always followed by several interactive, online exercises, allowing students to master the material as they learn it. Teacher-scored activities provide students with opportunities to use their new Spanish skills both orally and in writing. Discussion activities allow students to interact with their peers in the target language.

AP Spanish Language and Culture

Transcript Abbreviation: AP SPAN LNG A, AP SPAN LNG B, AP Spanish Language A, AP Spanish Language B

Prerequisite: *There are no prerequisites; however, students are typically in their fourth year of high school–level Spanish language study. In the case of native or heritage speakers, there may be a different pathway of study leading to this course.*

The AP Spanish Language and Culture course emphasizes communication (understanding and being understood by others) by applying interpersonal, interpretive, and presentational skills in real-life situations. This includes vocabulary usage, language control, communication strategies, and cultural awareness. The AP Spanish Language and Culture course strives not to overemphasize grammatical accuracy at the expense of communication. To best facilitate the study of language and culture, the course is taught almost exclusively in Spanish. The AP Spanish Language and Culture course engages students in an exploration of culture in both contemporary and historical contexts. The course develops students' awareness and appreciation of cultural products (e.g., tools, books, music, laws, conventions, institutions); practices (patterns of social interactions within a culture); and perspectives (values, attitudes, and assumptions).

AP Spanish Literature and Culture

Transcript Abbreviation: AP Spanish Literature and Culture A, AP Spanish Literature and Culture B

Prerequisite: *While there are no prerequisites for this course, AP Spanish Literature and Culture is designed for students who have successfully completed at least three years of high school level Spanish language study. While not a prerequisite, students may wish to complete the AP Spanish Language and Culture course before taking AP Spanish Literature and Culture, as the texts are presented in Spanish. In the case of native or heritage speakers, there may be a different pathway of study leading to this course.*

The AP Spanish Literature and Culture course uses a thematic approach to introduce students to representative texts (short stories, novels, poetry, plays, and essays) from Peninsular Spanish, Latin American, and U. S. Hispanic literature. Students develop proficiencies across the three modes of communication (interpretive, interpersonal, and presentational) in the range of Intermediate High to Advanced Mid of the American Council on the Teaching of Foreign Languages' (ACTFL) Proficiency Guidelines. Through careful examination of the required readings and other texts, students work to hone their critical reading and analytical writing skills. Literature is explored within the contexts of its time and place, and students gain insights on the many voices, historical periods, and cultures represented in the required readings and other texts. The course also includes a strong focus on cultural, artistic, and linguistic connections and comparisons, which is supported by the exploration of various media (art, music, film, articles, and literary criticism).

Visual Arts (College Preparatory)

~~Russell Westbrook Why Not? High School~~ Westbrook Academy will offer A-G approved elective courses that allow students to learn about the technical aspects of entertainment production, cultivate possible interest in pursuing local occupational opportunities related to entertainment industries, and provide them with a foundation of transferable technical knowledge that students may rely on as working adults. In addition, ~~RWWNHS~~ WA will provide students the opportunity to visit local museums, attend relevant performances, and engage their communities as an extension of their content area learning in visual art.

Introduction to Digital Video (Credential- CTE: AMAE or SS: ITE, ITEX, or IA)

Transcript Abbreviation: *Introduction to Digital Video A, Introduction to Digital Video B*

The course will introduce students to the fundamentals of video and multimedia production. Students will learn the aesthetics of shooting, audio, lighting editing and media delivery. The course emphasizes hands-on production experience using a variety of media creation equipment including iPads, DSLR cameras, and studio production equipment.

Design A/B (Credential- CTE: AMAE or SS: ITE, ITEX, or IA)

The purpose of this course is to provide a balanced visual arts program, which guides students to achieve the standards in the visual arts. In Design, students gain knowledge of the organization of the elements of art and principles of design through their application to studio arts projects in two- and three-dimensions. In this basic course, an increased understanding of art history, aesthetic valuing and making connections with other subjects occur as students develop the rudimentary tools to analyze his or her visual environment. The course supports learning in other content areas and encourages lifelong learning.

Stage Design A/B (Credential- CTE: AMAE or SS: ITE, ITEX, or IA)

In Stage Design, students receive a general survey of historical and aesthetic traditions in theatre and stage design. Opportunities are afforded for direct application of theory through participation in designing, constructing, painting, and lighting stage settings and props for school plays and programs. Emphasis is placed on interdisciplinary connections, and on exploring career opportunities.

Graphic Design A/B (Credential- CTE: AMAE or SS: ITE, ITEX, or IA)

Graphic Design provides an overview of design through two-dimensional and three-dimensional

real-world applications. Students will explore the history of graphic design, and develop skills in artistic perception, creative expression, aesthetic valuing, critiquing, and career and real-world application of design strategies while solving visual art problems. Students will develop an awareness of historical trends in design and digital media as well as the vocabulary to communicate about graphic ideas.

Students will work critically to analyze their own experiences in relation to interpretations of design. They will keep sketchbooks to record graphic design in the real world and personal sketches and plans. Through group and individual projects students will develop perception and application of the elements of art and principles of contemporary design. The students will use a variety of software and technologies, such as Photoshop, Google Sketch, PowerPoint, and Flash to create and present their work, culminating in a digital portfolio featuring work from throughout the school year. The portfolio will include projects such as: digital photographic self-portrait collages, advertising campaigns, sports team logos, CD cases, environmentally friendly buildings, and animated characters.

Digital Imaging/ Video Production A/B (Credential- CTE: AMAE or SS: ITE, ITEX, or IA)

Prerequisite: Graphic Design A/B

Digital Imaging Production offers opportunities for the experienced, capable, and dependable student to work in a computer studio environment and to serve the school. The course includes activities that develop the student's ability to record and communicate using contemporary technologies, while learning more about the historical and aesthetic traditions of the visual arts. This course offers the opportunity to create a portfolio for application to postsecondary educational programs or employment upon graduation.

Filmmaking 1 (Credential- CTE: AMAE or SS: ITE, ITEX, or IA)

Transcript Abbreviation: *Filmmaking 1A, Filmmaking 1B*

In Filmmaking, students experience both the creative and technical aspects of filmmaking in conjunction with learning about historical and contemporary traditions. Story writing, story-based display, basic visual composition, and general reproduction skills will be included with camera techniques, animation, and line action planning. Filmmaking traditions may be extended with video and multimedia technologies. Interdisciplinary experiences and arts activities lead to refining a personal aesthetic and a heightened understanding of career opportunities in art and arts-related fields.

Filmmaking 2 (Credential- CTE: AMAE or SS: ITE, ITEX, or IA)

Transcript Abbreviation: *Filmmaking 2 A, Filmmaking 2 B*

Prerequisite: *Filmmaking 1A/B*

In this advanced pathway course, students will participate in the pre-production, production, and post-production processes of digital media products. The course focuses on exploration of emerging platforms for distribution and full expression through digital media technologies.

The students will acquire skills to create original work, complete in-school projects, and collaborate with peer experts and industry partners at the professional level. They will research, develop, and produce project plans to promote original media productions and online presence that will be marketed and distributed to the school, community, and festivals.

This course is the capstone course for students in the Digital Media Arts Program.

Students will:

- Develop their knowledge of specialized skills in the pre-production, production, and post-production processes, not limited to the use of specialized hardware and software, digital technologies, film making as an art form, animation techniques, and comparative strategies for quality and suitability of end product
- Students will write, film, and produce their own films/web/animation/game series with a profound understanding of its effect and purpose.
- Students will be exposed to the interrelationship between different media concepts and technologies and its complexities with production and costs.
- Students will be working in small production groups with a focus on task management and timely completion of product goals.
- Be prepared for college and careers, with functional resumes, portfolios, and industry skills/experience.

Filmmaking Production A/B (Credential- CTE: AMAE or SS: ITE, ITEX, or IA)

Prerequisite: Filmmaking 2A/B

Film Production offers opportunities for the experienced, capable, and dependable student to work in a studio environment and to serve the school. The course includes activities that develop the student's ability to record and communicate through film, while learning more about the historical and aesthetic traditions of film. This course offers the opportunity to enhance the quality of a portfolio for application to postsecondary educational programs or employment upon graduation.

Filmmaking 3 A/B (Credential- CTE: AMAE or SS: ITE, ITEX, or IA)

Transcript Abbreviation: Filmmaking 3 A, Filmmaking 3 B

Prerequisite: Filmmaking 2A/B

This course is a third/fourth year of a four-year program to prepare students for a future career in the media industry. The focus of this course is to place students in internships at local, approved media facilities to gain real-world skills through job shadowing experiences. In the classroom, students will learn such topics as advanced career exploration, concepts in media production, and media marketing, among others. This course will provide hands-on experiences for students and requires the utmost professionalism and mature behavior. Requirements for this course include reliable transportation, daily access to email, and knowledge of media equipment and social media. Students may earn Final Cut Pro X/Adobe Premiere Pro certifications.

Photography 1 (Credential- CTE: AMAE or SS: ITE, ITEX, or IA)

Transcript Abbreviation: Photography 1 A, Photography 1 B

This integrated course is the first in a sequence of two designed for photography. It provides students with technical and academic instruction utilizing practical experience through executing artistic standards and principles of design in photography. Instruction for the first half of the course includes an orientation, the history of photography, portfolio creation and evaluation, art standards, the camera as an eye, the care of camera/lens/other equipment, the different types of cameras and formats, and composition in photography. It also features the basics of image exposure with film and the digital file and the techniques for processing, printing, and mounting of photographs for exhibits. The second half of the course covers a review of the art standards and portfolio development, advanced photographic concepts, the cultural and societal significance of photography, and Internet research. It focuses on portrait, commercial product, and landscape

photography as well as the work of the Pictorialist and New Topographic photographers. Portfolio evaluation, employability skills and resource management are emphasized to prepare students for their transition into professional work environments. The competencies in this course are aligned with the California Common Core State Standards and the California Career Technical Education Model Curriculum Standards.

Photography 2 A/B (Credential- CTE: AMAE or SS: ITE, ITEX, or IA)

Photography 2 offers advanced experiences for the student in both the creative and technical aspects of photography in relation to heightened investigations of historical and contemporary foundations of photography. Traditional photographic traditions will be extended with digital and multimedia technologies. This course offers the opportunity to develop a portfolio for application to postsecondary or vocational education programs or employment upon graduation.

Photo Production A/B (Credential- CTE: AMAE or SS: ITE, ITEX, or IA)

Prerequisite: Photography 2 A/B

Photo Production offers opportunities for the experienced, capable, and dependable student to work in a photography studio environment and to serve the school. The course includes activities that develop the student's ability to record and communicate through photography, while learning more about the historical and aesthetic traditions of the photographic arts. This course offers the opportunity to enhance the quality of a portfolio for application to postsecondary educational programs or employment upon graduation.

Cartooning and Animation A/B (Credential- CTE: AMAE or SS: ITE, ITEX, or IA)

In Cartooning and Animation, students learn about the history and techniques of illustration, cartooning and animation in conjunction with learning about their aesthetic properties. The course includes freehand drawing and rendering, layout, and the use of basic drawing tools and various materials for the reproduction of images. Students' study uses for and thematic elements, character development, and visual effects incorporated into political and social cartoons in historical and contemporary times. Careers in cartooning, animation and interactive gaming will be discussed.

Fundamentals of Art A/B (Credential- CTE: AMAE or SS: ITE, ITEX, IA or FA)

Fundamentals of Art is for beginning level artists. This course includes interactive activities and multicultural studio projects representing a wide variety of cultures, artistic styles and art media. This course is designed to enrich the lives of its participants through discovery and creative problem solving. It provides students with a broader perception of their environment and cultural perspectives. The course includes hands-on learning experiences that allow for expression, including the integration of aesthetics, art criticism, art history, and studio production. Lessons will build on concepts and provide learning opportunities that incorporate a variety of media, artistic styles and historical periods.

Theater/Play Production (Credential- CTE: AMAE or SS: ITE, ITEX, IA, FA or ELA)

Transcripts Abbreviation: Theater/Play Production A, Theater/Play Production B

This course provides an applied laboratory study of the processes involved in the production of a play. Topics include fundamental practices, principles, and techniques associated with producing

plays of various periods and styles. Upon completion, students should be able to participate in an assigned position with a college theater production. This course is also designed to develop and improve the art of the actor through performance and production. Each student will continue to develop a greater appreciation for the aesthetics of the dramatic arts, the criteria of an effective performance, and an awareness of the historical influences and contributions of the theater by producing and performing the program's theatrical productions. Through reading of the textbooks and scripts, being involved in all aspects of the design process, and participating in the acting and directing aspects of productions, students will have an opportunity to become keenly aware of the theater world and the performing arts as a profession.

Students will:

1. Experiment with and learn more about different acting, directing, and designing techniques while producing plays.
2. Demonstrate a proficient knowledge of how to critique theatrical productions, applying terminology of evaluation.
3. Understand the nature of the study of drama through the making of connections between historical theater, drama, society, culture, government and people while producing plays.
4. Fully understand the possibilities of performing arts as a viable profession.
5. Learn how to effectively produce full-length theatrical productions.

Other College Preparatory Electives

College and Career Readiness

Transcript Abbreviations: *College and Career Readiness A, College and Career Readiness B*

The purpose of Career and College Readiness is to expose students to an array of self-reflective content and skills that will help them make successful and thoughtful decisions around college and career. Students will receive near-to-peer mentoring from current college students throughout the duration of this course; this mentoring will focus on college applications and career readiness. In addition, students will prepare for the SAT and ACT by learning a variety of skills and applying knowledge. Students will explore and learn about the college application process and how to apply for financial aid and scholarships. This course is designed to help students learn and practice valuable skills to help them to be college and career ready. Students will demonstrate their understanding of career paths through a variety of assessments, projects, job simulations, speeches, research assignments, online portfolio, and a research paper. Students will identify academic interests, skills, values and personality types, research employers and industries, gain experience with public speaking and interview skills, familiarize themselves with college and job search tools, strengthen writing skills, learn goal setting, solidify research techniques, and write a research paper utilizing correct MLA format. The course will prepare students in order to take college entrance exams, SAT/ACT, and gives students intensive instruction on the SAT or ACT, helping them build skills that will assist them when taking the entrance exams. The curriculum will familiarize students with the tests' format and purpose.

Health

Transcript Abbreviations: *Health*

Health Education is a graduation requirement with a focus on teaching the skills that enable students to avoid high-risk behaviors and make healthy choices. Course content embraces student development of comprehensive health skills through the following units of study:

- Nutrition and Physical Activity;
- Growth, Development, and Sexual Health;
- Alcohol, Tobacco, and other Drugs;
- Mental, Emotional, and Social Health;
- Injury Prevention and Safety;
- Personal and Community Health.

This one-semester course will ensure that students meet the California Health Education Content Standards as well as meeting the A-G course criteria for UC/CSU.

Ethnic Studies

Transcript Abbreviations: Ethnic Studies A

Ethnic Studies is a one-semester history and sociology course that examines the multicultural fabric of the United States. The course emphasizes the perspectives of minority groups while allowing students from all backgrounds to better understand and appreciate how race, culture and ethnicity, and identity contribute to their experiences. Major topics in the course include identity, immigration, assimilation and distinctiveness, power and oppression, struggles for rights, regionalism, culture and the media, and the formation of new cultures. In online Discussions and Polls, students reflect critically on their own experiences as well as those of others. Interactive multimedia activities include personal and historical accounts to which students can respond using methods of inquiry from history, sociology, and psychology. Written assignments and Journals provide opportunities for students to practice and develop skills for thinking and communicating about race, culture, ethnicity, and identity. This course is built to state standards and informed by the National Council for the Social Studies (NCSS) Expectations of Excellence: Curriculum Standards for Social Studies as well as the National Standards for History published by the National Center for History in Schools (NCHS).

Psychology

Transcript Abbreviations: Psychology A

Psychology provides a solid overview of the field's major domains: methods, biopsychology, cognitive and developmental psychology, and variations in individual and group behavior. By focusing on significant scientific research and on the questions that are most important to psychologists, students see psychology as an evolving science. Each topic clusters around challenge questions, such as “What is happiness?” Students answer these questions before, during, and after they interact with direct instruction. This course is built to state standards and informed by the American Psychological Association's National Standards for High School Psychology Curricula. The teaching methods draw from the National Science Teachers Association (NSTA) teaching standards.

Sociology

Transcript Abbreviations: Sociology A

Sociology examines why people think and behave as they do in relationships, groups, institutions, and societies. Major course topics include individual and group identity, social structures and institutions, social change, social stratification, social dynamics in recent and current events, the effects of social change on individuals, and the research methods used by social scientists. In online discussions and polls, students reflect critically on their own experiences and ideas, as well as on the ideas of sociologists. Interactive multimedia activities include personal and historical accounts to which students can respond, using methods of inquiry from sociology. Written assignments provide opportunities to practice and develop skills in thinking and communicating about human relationships, individual and group identity, and all other major course topics. This course is built to state standards and the National Council for the Social Studies (NCSS) Expectations of Excellence: Curriculum Standards for Social Studies.

Physical Education (Non-core and non-college preparatory) A/B

In addition to physical education in 6-8th grades at the middle school, pursuant of Education Code Section 51225.3(a), RWWNHS WA will offer 1 Physical Education classes that students must take in 9th. The course of study for these classes shall conform to the eight required content areas prescribed in Title 5, Section 10060 of the California Code of Regulations and will integrate health standards.

The State Board of Education designated the FITNESSGRAM as the Physical Fitness Test (PFT) for students in California public schools. The FITNESSGRAM is a comprehensive, health-related physical fitness battery developed by The Cooper Institute. The primary goal of the FITNESSGRAM is to assist students in establishing lifetime habits of regular physical activity. ~~Russell Westbrook Why Not? High School~~ Westbrook Academy shall annually administer the FITNESSGRAM for all students in the 7th and 9th grades.

Courses for students With Disabilities

Resource Lab (*Credential: Education Specialist Instruction Mild/Moderate; or Education Specialist Instruction Moderate/Severe*)

Transcript Abbreviation: Resource Lab A, Resource Lab B

Prerequisites: Resource Lab is appropriate for students with disabilities who require pull-out services as part of their IEPs.

The Resource Lab class is divided into components that support students with an Individualized Educational Program (IEP) in the areas of math, language, reading, and oral communication skills, as indicated in the Common Core State Standards and the expected school-wide learning results. The purpose of this class is to help students with disabilities be successful in the general education setting by pre-teaching, re-teaching, and supporting their access to grade-level content. Additionally, this class should include targeted interventions that seek to close students' instructional gaps.

FUNCTIONAL COURSES FOR STUDENTS ON THE ALTERNATE CURRICULUM

NOTE: Functional Courses replace core courses for students. A student cannot be double enrolled for a core class and a functional class. (e.g., a student cannot be enrolled in Common Core English 9 and *Functional* Common Core English 9).

Prerequisite for ALL Functional Courses: Only for students whose IEPs designate them as eligible for the alternate curriculum.

Promise Bridge (*Credential: Education Specialist Instruction Moderate/Severe*)

At ~~Russell Westbrook Why Not? High School~~ Westbrook Academy students with complex learning needs have meaningful access to the general education curriculum via a functional academic program. These students have diverse life and academic goals, learning preferences, and skill levels. Their education is guided by their Individual Education Plan (IEP) that is implemented by a fully credentialed special education teacher. The teacher provides guided instruction for the students in all academic areas as well as Life Skills. Instruction is a combination of personalized instruction as well as technology-assisted learning lessons that are closely monitored by the teacher. Data is a crucial part of this program to assist students and their team to track success and areas of need.

Learning in Core Classes

In order to increase proficiency in ELA and Math, literacy is integrated in all content areas, and interdisciplinary connections are evident in math and science. Media Arts Integration and project based learning foster interdisciplinary teaching focused on high priority ELA and Math Standards. All core classes are aligned with State Standards. Teachers follow a carefully planned scope and sequence; a set of ideas, concepts, and topics for curricular flow. Teachers engage in collaborative planning with peers and content coaches. They are required to submit weekly block plans for feedback from principals and content coaches.

English

The goal of ELA is to develop engaged and proficient readers and writers with focus on the processes by which learners acquire and apply language. Students increase communication skills in the four domains; *listening, speaking, reading, and writing*. ELA instruction considers a student's home language background, and builds from this base to develop effective communication skills in speaking and writing. Scaffolds for English Learners are embedded into daily ELA Instructions. Our ELA instruction is anchored in the Content Area Language and Literacy Strategies. "Literacy instruction emphasizes the critical role of subject matter text across the disciplines, in preparing students with the broad level of literacy they will need for success in college and career and for full and informed participation in a democratized society and global economy (2015, CA Reading and Literacy Project)." Based on the CRLP model, our ELA courses are guided by the Common Core Literacy Framework that provides a comprehensive guide for what is important for teachers to cover through the course.

Literacy Framework

Reading instruction in ELA courses focuses on helping secondary students become engaged readers who monitor their own understanding, interact with text, and tap into funds of knowledge to understand new material. Students must demonstrate the ability to gain critical knowledge and information from a wide variety of textual sources, and share their learning through discussion, writing, and presentation. Our ELA teachers explicitly teach comprehension strategies to support struggling readers through three categories from the CCSS Reading Standards; *Key Ideas and Details, Craft and Structure, and Integration of Knowledge and Ideas*. During reading instruction, teachers adapt a diagnostic stance, to approach assessment and planning, in order to differentiate for the range of reading abilities in the classroom. Our ELA teachers also consider conditions that lead to students' literacy development including *success, pleasure, relevance and purpose* (Reading/Language Arts Framework for CA Public Schools (2007)). These conditions

are all critical for daily instruction and intervention, but we emphasize relevance for our student population since background knowledge and themes generate interest and can be influenced through cultural context. Our ELA team mindfully selects a wide variety of reading materials that represent ethnically and culturally diverse authors and viewpoints.

Text and Task Analysis

All ELA teachers utilize the backwards design process (Wiggins and McTighe, 1998) for their lesson planning. A common practice is the Text and Task Analysis Template, that helps teachers identify the standards to be addressed, content knowledge objective, the purpose of the reading, and expressive tasks (language functions that students need to articulate learning). Core and supplemental strategies are used before reading, during reading, and after reading. Concept maps are heavily utilized to organize student thoughts and help students organize their writing.

Academic English Language Development

Our large population of English Learners face unique challenges in mastering the ELA standards. ELA teachers take into account that students need to make meaning from complex texts. Teachers provide language learner with multiple opportunities to practice using the targeted language through expressive and receptive tasks. Strategies for English Language instruction are embedded in daily lesson place to include structured language practice; think-pair share for in-person learning, or breakout rooms during independent study ~~distance learning~~, use of sentence frames, and teaching language function tools (identifying central and supporting idea, cause and effect, summarizing, etc.).

High Priority Standards

Grades 9-10, English Language Arts Standards -Reading: Literature

- Key Ideas and Details: CCSS.ELA-LITERACY.RL.9-10.1, CCSS.ELA-LITERACY.RL.9-10.2, CCSS.ELA-LITERACY.RL.9-10.3
- Craft and Structure: CCSS.ELA-LITERACY.RL.9-10.4, CCSS.ELA-LITERACY.RL.9-10.5, CCSS.ELA-LITERACY.RL.9-10.6
- Integration of Knowledge and Ideas: CCSS.ELA-LITERACY.RL.9-10.7, CCSS.ELA-LITERACY.RL.9-10.8, CCSS.ELA-LITERACY.RL.9-10.9, CCSS.ELA-LITERACY.RL.9-10.10

By the end of grade 9, read and comprehend literature, including stories, dramas, and poems, in the grades 9-10 text complexity band proficiently, with scaffolding as needed at the high end of the range.

By the end of grade 10, read and comprehend literature, including stories, dramas, and poems, at the high end of the grades 9-10 text complexity band independently and proficiently

Grade 11-12 English Language Arts Standards -Reading: Literature,

- Key Ideas and Details: CCSS.ELA-LITERACY.RL.11-12.1, CCSS.ELA-LITERACY.RL.11-12.2, CCSS.ELA-LITERACY.RL.11-12.3
- Craft and Structure: CCSS.ELA-LITERACY.RL.11-12.4, CCSS.ELA-LITERACY.RL.11-12.5 CCSS.ELA-LITERACY.RL.11-12.6
- Integration of Knowledge and Ideas: CCSS.ELA-LITERACY.RL.11-12.7, CCSS.ELA-LITERACY.RL.11-12.8, CCSS.ELA-LITERACY.RL.11-12.9

- *Range of Reading and Level of Text Complexity: CCSS.ELA-LITERACY.RL.11-12.10*

By the end of grade 11, read and comprehend literature, including stories, dramas, and poems, in the grades 11-CCR text complexity band proficiently, with scaffolding as needed at the high end of the range.

By the end of grade 12, read and comprehend literature, including stories, dramas, and poems, at the high end of the grades 11-CCR text complexity band independently and proficiently.

History/Social Science

The same set of CALL strategies are employed in HSS courses to build content literacy and increase academic language proficiency. HSS is taught through an interdisciplinary approach with ELA and the ELA standards are addressed. Document-based questions and primary sources are used so students can construct knowledge related to the history content using different informational sources. Students demonstrate their learning through project-based learning and presentations. Civics education is a focus, and students apply lessons of history to current events to promote responsible citizenship. History is approached through a multi-cultural lens, representing the viewpoints of marginalized groups in gaining a deeper understanding of history. Instructional practice also includes exposure to art forms from different cultures and civilizations, and historic simulations. The HSS content is designed in a manner that helps students understand the big picture, while grasping important historical concepts relating to different time periods. Learning in history classes begins with an Essential Question to establish the big picture, and incorporates structured note-taking and graphic organizers. History teachers use digital media and primary sources to make the content engaging and relevant.

Topics:

- *World History*; Foundations of World History, The World Before 1750, The First Global Age, The Age of Revolutions, A World in Crisis, The Cold War, The Contemporary World
- *United States History*; Establishing an American Republic, Industrialism and Reform, Expanding American Global Influence, The Roaring 20s and the Great Depression, WWII and the Cold War, The Search for a Better Life, Tumultuous Times, The Making of Modern America
- *Government*; Power, Authority and Government, Foundations of American Government, Political Participation and Behavior, Executive, Legislative and Judicial Branches of Government, The US and the World
- *Economics*; Economic Fundamentals, How Markets Work, Economic Institutions, Economics of the Public Sector, Measuring and Managing the Economy, Globalization and the Global Economy

Mathematics

High School ~~Integrated~~ Math Courses align with Common Core State Standards and utilize mathematical practices found in the Common Core: 1) Make sense of problems and persevering in solving them, 2) Reason abstractly and qualitatively, 3) Construct viable arguments and critique the reasoning of others, 4) Model with Mathematics, and 5) Attend to precision. Our math teachers collaborate monthly, and use common language and practice. We teach math through a conceptual approach, requiring a greater focus on big ideas in math, and having

students make connections between these overarching concepts. Common practice in math courses includes the use of visual models and providing opportunities for peer-to-peer discourse. The value of teaching mathematics conceptually, is that it develops a deep understanding of why math is important in the real world. The National Council of Teachers of Mathematics (2013) underscores the effectiveness of the approach, stating that it increases student learning, motivates students, and shifts the “mathematical authority” from teacher to learner. Math instruction involves students working in groups to solve problems and discuss different solutions. Students also apply their math knowledge in hands-on stations that allow them to review standards. Given the fact that many of our students enter middle school several years below grade level, teachers also need to close foundational learning gaps in mathematics. Explicit direct instruction is used for students who are approaching proficiency. Intervention is embedded in daily lessons through small groups, breakout rooms for independent study ~~distance learning~~, and time in stations. Extended math learning time is provided during Power Up Hour, and IXL math is used to apply and review learning.

- ~~IM1 Key Concepts—Skills are extended to solving simple exponential equations, exploring linear and exponential functions graphically, numerically, symbolically, and as sequences, and by using regression techniques to analyze the fit of models to distributions of data.~~
- ~~IM2—Key Concepts—Formalize and extend the geometry that students have learned in previous courses. It does this by focusing on establishing triangle congruence criteria using rigid motions and formal constructions and building a formal understanding of similarity based on dilations and proportional reasoning. It also helps students develop the concepts of formal proof, explore the properties of two- and three-dimensional objects, work within the rectangular coordinate system to verify geometric relationships and prove basic theorems about circles. Students also use the language of set theory to compute and interpret probabilities for compound events.~~
- ~~IM3 Key Concepts—Apply and extend what students have learned in previous courses by focusing on finding connections between multiple representations of functions; transformations of different function families; finding zeros of polynomials and connecting them to graphs and equations of polynomials; modeling periodic phenomena with trigonometry, and understanding the role of randomness and the normal distribution in making statistical conclusions.~~
- Algebra I Key Concepts - (1) deepening and extending understanding of linear and exponential relationships; (2) contrasting linear and exponential relationships with each other and engaging in methods for analyzing, solving, and using quadratic functions; (3) extending the laws of exponents to square and cube roots; and (4) applying linear models to data that exhibit a linear trend.
- Geometry Key Concepts - (1) establishing criteria for congruence of triangles based on rigid motions; (2) establishing criteria for similarity of triangles based on dilations and proportional reasoning; (3) informally developing explanations of circumference, area, and volume formulas; (4) applying the Pythagorean Theorem to the coordinate plane; (5) proving basic geometric theorems; and (6) extending work with probability.
- Algebra II Key Concepts - (1) relating arithmetic of rational expressions to arithmetic of rational numbers; (2) expanding understandings of functions and graphing to include trigonometric functions; (3) synthesizing and generalizing functions and extending understanding of exponential functions to logarithmic functions; and (4) relating data

display and summary statistics to probability and exploring a variety of data collection methods.

- Pre-Calculus Key Concepts - Students work collaboratively with others as they use problem-solving strategies, complete investigations, gather evidence, critically analyze results, and communicate clear and effective arguments while justifying their thinking. The course is well balanced among procedural fluency (algorithms and basic skills), deep conceptual understanding, strategic competence (problem solving), and adaptive reasoning (application and extension).
- Calculus Key Concepts - The course develops the following big ideas of calculus: limits, derivatives, integrals and the Fundamental Theorem of Calculus, and series. explores derivatives and integrals simultaneously during the first four chapters and both are presented geometrically and in context.

NGSS Science

Similar to our approach to teaching mathematics, science courses are based on common practice and language, and are steeped in NGSS standards. Through STEAM education, we strive to open the doors for students of color to excel in science and pursue careers in the field. Science instruction is issue based, language rich, and taught through an engaging, hands-on approach. During ~~in-person~~ instruction, students learn in groups in a laboratory setting. For independent study distance learning, we have adopted an innovative digital NGSS aligned curriculum that that allows students to simulate these experiments. Science teachers use the 5 E Model for planning. The 5E Model of Instruction includes five phases: *Engage, Explore, Explain, Elaborate, and Evaluate*. “It provides a carefully planned sequence of instruction that places students at the center of learning (SDCOE Science Resource Center, 2020).” In our science classrooms, phenomena (observable events) drive student inquiry. “Phenomena add relevance to the science classroom showing students science in their own world. A good phenomenon is observable, interesting, complex, and aligned to the appropriate standard (<https://thewonderofscience.com/2020>). Common practices used across our science classrooms include questions, use of models, investigations, analyzing and interpreting data, computational/math thinking, constructing explanations, evaluating and communicating information, and focus on Claim, Evidence, Reasoning (CER).

- *Living Earth Storyline*: Ecosystem Interactions and Energy; History of Earth’s Atmosphere- Photosynthesis and Respiration; Evidence of Evolution; Inheritance of Traits; Structure, Function, and Growth; Ecosystem Stability and the Response to Climate Change.
- *Chemistry in the Earth System Storyline*: Combustion; Heat and Energy in the Earth System; Atoms, Elements, and Molecules; Chemical Reactions; Chemistry of Climate Change; Dynamics of Chemical Reactions and Ocean Acidification.
- *Physics and the Universe*: Forces and Motion; Forces at a Distance; Energy Conversation; Nuclear Process; Waves and Electromagnetic Radiation; Stars and the Origins of the Universe.

Signature Practices

Promise Time/Advisory

School connectedness is built through Promise Time, where teachers serve as mentors and create a family-like environment. Ideally, students remain with their Promise Time peers and teacher

throughout high school. Promise Time addresses social emotional learning, as well as providing time for individual academic advisement. Promise Time curriculum is standardized across grade levels to ensure that all students have the same meaningful experience. Promise Time lessons include goal setting and academic advisement, civic action projects, cultural awareness, team building, recognition and celebrations, and activities based on SEL Standards. Additionally, critical skills for high school students are addressed through lessons that emphasize college access and awareness, entrepreneurship, and financial literacy. The benefits of Promise Time for students include strong relationships established between teachers and peers, and an existing support system.

Power Up ~~Hour~~

Power ~~Hour~~ Up provides embedded intervention within the school day. Students are grouped according to language proficiency and academic need. Power ~~Hour~~ Up provides struggling learners with an opportunity to build foundational math and ELA skills. Achieve 3000 is used during Power ~~Hour~~ Up to increase lexile reading levels, and IXL math allows students to apply practice math standards. Teachers monitor individual student progress during Power ~~Hour~~ Up. Individual students' needs are met through small group instruction. In addition to tutoring for at-promise students, Power ~~Hour~~ Up provides time for advanced learners to engage in more cognitively demanding projects with peers. We emphasize support for Long-Term English Learners during Power Up ~~Hour~~ through the use of supplemental curriculum that builds vocabulary, improves writing, and increases proficiency in the four domains (listening, speaking, reading and writing). Students who are credit deficient have opportunity and support for credit recovery through the APEX program.

Media Arts Integration

RWWNHS WA is part of the Media ArtsMatter initiative, through LAPF. Media ArtsMatter is designed to transform the classroom experiences of underserved students. Media ArtsMatter, seeks to increase and improve media arts instruction through the creation of curricular resources that link media arts standards with ELA and Math Instruction. These curricular resources will be paired with extensive arts integration professional development and classroom modeling/coaching from teaching artists. The introduction of media arts into the curriculum engages students more highly in learning, a precursor to improved achievement, with opportunities to create and present their media arts products. Arts education is a proven strategy for engaging youth, but there is a dearth of arts education opportunities within urban schools. Media arts is particularly appropriate for our student population, as it represents the integration of technology into the artistic space. All students have access to a Chromebook provided by the Charter School. This increased access to technology is spreading into schools across the country, making the development of a media arts curriculum even more of a priority. This increases arts instruction through a standards-based media arts curriculum in our school without a designated arts studio or an abundance of supplies. Instead, students use the technology they currently possess to download free animation apps and drawing software to start engaging in media arts immediately. This high-quality curriculum fills a significant void and provides access to a standards-based media arts education to our learners.

College and Career Readiness

Students are immersed in a college going culture upon entering RWWNHS WA as freshman. Giving Black and Brown students access to college is at the center of our mission. We achieve

this through four key areas: 1) academic preparations, 2) early intervention, 3) college counseling, and 4) career pathways. In recognizing the myriad of challenges that our students face, we determined that more resources were needed in this area. ~~As an improvement action and additional layer for support, Go For College (“GFC”) was placed at our Charter School on a full time basis. GFC provides the Charter School with two full time and two part-time college counselors, dedicated to guiding students through the daunting application process which is overwhelming for first generation students.~~ We have two full time college counselors that work with high school students to plan their high school and post high school academic trajectory. Beginning Fall 2020, RWWNHS (now WA) partnered with College Track. Freshman will attend classes after school at the College Track campus, with transportation provided. They will remain in the program through high school and receive support while at college. The school holds trips to college campuses and brings in guest speakers, including representatives from HBCU. The school has additionally partnered with East LA College and ASU to offer dual enrollment courses for high school students. We prepare students for college graduation through rigorous, standards-based content learning. The majority of our students enter high school with math and ELA proficiency levels below grade level. Instead of remediation that holds students back, all students have access to rigorous A-G coursework with the exception of SWD (moderate to severe) that are on a certificate of completion. We embed intervention into daily lessons so student master the content while filling foundational skill gaps. We also provide ample opportunities and support for students to apply skills and make up credits during Power Up Hour through educational software and APEX credit recovery courses.

College awareness must begin early. Most of our students come from Russell Westbrook Why Not? Middle School which begins college readiness in 6th grade. Starting the college process during junior year is too late, so we stress freshman year. This is supported by research from the University of Chicago that underscores the predictive value of 9th grade relating to future academic outcomes. Freshman year truly matters. “In fact, students who excel in 9th grade are far more likely to graduate high school, enroll in college, and remain in college beyond their freshman year than are students who struggled through their first year of high school.” (College Transitions, 2020) All freshman and sophomores have access to college counselors and planning, learn about A-G requirements through Promise Time and college presentations. We see math as the gatekeeper, and focus on students passing Algebra 1 ~~IM1~~ as freshman and completing four years of math. Over time, our goal is to have a large cohort of students successfully pass calculus. Due to our small adult to student ratio, and counseling team ~~through GFC~~, students benefit from many touchpoints with counselors. Counselors meet with families with emphasis on financial planning for upperclassmen. Seniors have intense support in completing applications with ongoing family workshops. Every student takes college entrance exams, and is given an array of postsecondary options relating to their GPA, entrance exam results and interests. We focus on the factors that impact first generation and undocumented students. Lastly, we hope that every learner will graduate with a degree, but understand that college may not be for everyone. We meet students where they are, and if college is not in the future, we feel it our obligation to prepare students with critical skills needed to pursue a fulfilling career in a high growth industry.

Progress towards the college admission process is tracked through the California College Guidance Initiative (“CCIG”) software, a program provided through the foundation for CA Community Colleges, that ensures that high school students in California have access to a

systematic baseline of guidance and support as they plan for college. The main goals of CCGI are:

- All high school seniors with clear postsecondary goals, and a plan for achieving them
- Students' academic transcript data follows them as they advance across educational systems to inform key decisions about admissions, placement, guidance and financial aid

College counselors use CCIG to track data, and share with students and families during individual college planning sessions. CCIG also allows us to track A-G completion and data trends regarding college admission.

PBIS

RWWNHS WA has maintained low suspension rates through a strong PBIS program based on implementing other means of correction. The PBIS team developed a handbook with a behavior plan, which is guided by the following principle: ~~Russell Westbrook Why Not? High School~~ Westbrook Academy is dedicated to cultivating a healthy and safe community where respect, perseverance, and a positive outlook encourage students towards socio-emotional and academic success.

Our behavioral statement of purpose is followed by five core beliefs:

1. All children can learn and are always learning!
2. School is responsible for preparing students for life and should teach important life lessons.
3. School expectations must be explicit, and taught to all children.
4. The only way to change student behavior is to change adult behavior. We create the environments in which behaviors arise.
5. Human perception is often flawed. It is important to use data.

PBIS is executed to encourage good behavior by first recognizing, then rewarding the things that students are doing correctly. Our behavioral interventions and supports are put in place to help students begin to notice their behavior and respond differently, using emotional intelligence.

RWWNHS WA uses the Kickboard to recognize students who exhibit **SABER WILDCAT** characteristics and who handle conflict and emotional difficulties in positive ways. Students earn "~~Saber Bucks~~" points through Kickboard that can be used in the online store to purchase school swag, lunch with the Principal or teacher, or to participate in enrichment trips both on and off-campus. For instance, on Halloween, students used ~~Saber Bucks~~ points to purchase snacks and enter the student-created haunted house. ~~RWWNHS WA~~ utilizes a student-created a behavioral matrix to widely share school-wide expectations. We recognize our teachers, staff, and paraprofessionals during our "Village Circle" or in our school newsletter with a **SABER WILDCAT** of the WEEK AWARD.

RWWNHS WA' behavioral plan is included in the PBIS handbook, developed by our team. The behavioral plan follows four key components:

A series of rewards and recognition systems is developed and used, to encourage positive and appropriate behaviors (~~SABER Scholar, Achieve Believer, Encourage, and Respect by example~~).

- ~~1. Clear expectations~~
 - ~~a. SABER Matrix Documents outline what we agree to teach, model, and reinforce.~~
 - ~~2. Explicitly Taught~~
 - ~~a. Each area or activity is accompanied by a lesson plan~~
 - ~~b. Schedule for teaching and re-teaching behaviors~~
 - ~~c. System for increasing desired behaviors (Rewards) through Kickboard~~
 - ~~d. Recognition Room—Virtual space to reward students and staff~~
 - ~~3. System for decreasing undesired behaviors~~
 - ~~a. A correction system is developed and used clear steps to be taken, depending on whether the behavior is major or minor~~
 - ~~b. A System for Data-Based Decision-Making (Kickboard). Data answers two important questions:~~
 - ~~• Are we...doing what we said we would do?~~
 - ~~• Achieving the student outcomes, we hoped to achieve?~~
 - ~~c. Fidelity!~~
 - ~~4. The data collection system summarizes and analyzes data gathered from the Charter School's office data referrals to monitor student behavioral trends and target areas of need.~~
1. Clear Expectations - Our "Standards Matrix" documents what we've agreed to teach, monitor, and enforce.
 2. Explicitly Taught - Each area or activity in the matrix is accompanied by a lesson plan. A schedule for teaching and re-teaching behaviors is used.
 3. A System for Increasing Desired Behavior (Rewards) - A series of rewards and recognition systems is developed and used, to encourage positive and appropriate behaviors.
 4. A System for Decreasing Undesired Behavior (Major/Minor List, Flow Chart)- A correction system is developed and used, with clear steps to be taken, depending on whether the behavior is major or minor. This section contains definitions, examples, and a flow chart of how to respond to each level of behavior.
 5. A System for Data-Based Decision-Making (Kickboard). Data answers two important questions. Are we...Doing what we said we would do? Fidelity! Achieving the student outcomes we hoped to achieve? The data collection system summarizes and analyzes data gathered from the school's office data referrals to monitor student behavioral trends and target areas of need.

Key Partnerships

The school is supported through essential partnerships that enrich our educational program.

- *After School All Stars* – After School programming is provided through ASAS, an organization known for serving kids with the greatest needs and fewest resources. They partner with numerous national and local organizations to provide high-quality free programs to our students.
- *AltaMed*- Provides teledentistry, a mobile dental and outreach program, behavioral health short-term intervention therapy, and linkage to higher level of care.
- *California Reading and Literature Project, Loyola Marymount University (LMU)* - Provides high quality professional learning to promote content area language and literacy for academic success in middle and high school.

- *Constitutional Rights Foundation* – Educates young people to become active participants in our democracy. Our students participated in the Cops and Kids Program, designed to build open lines of communication and understanding through the concept of community policing, and improve relations. It also informs our Capstone project that all seniors complete.
- *College Track* - College Track is a comprehensive college completion program that equips students confronting systemic barriers to earn a bachelor's degree in pursuit of a life of opportunity, choice, and power.
- *Coalition for Responsible Community Development (CRCDD)/Jobs for Los Angeles Graduates (JLAG)* – CRCDD's vision is to join with others in the community to create an environment where the basic needs of youth are met; where youth can develop positive social skills, become more aware of their neighborhood's needs, and demonstrate genuine civic pride by actively contributing to the empowerment of their community.
- *Facing History and Ourselves* – Provides professional learning and resources to use lessons of history to challenge teachers and their students to stand up to bigotry and hate.
- *Film Independent* - Film Independent is an LA-based non-profit organization that champions independent filmmaking through artist mentorship, workshops, and production of the annual Indie Spirit Awards. Active members and alumni of Film Independent programs collaborate with LA Promise Fund staff and teachers to provide students with insights into the world of filmmaking. Students learn about careers, analyze their favorite films, and create short projects of their own.
- *LA84-* The LA84 Foundation is a leader in the support of youth sports and the positive role they play in positive youth development. The LA84 Foundation supports athletics offered after school.
- *Just Keep Livin* – The Just Keep Livin Foundation is dedicated to empowering high school students by providing them with the tools to lead active lives and make healthy choices for a better future. The Just Keep Livin club meets with their teacher advisor after school (virtually during independent study distance learning) for health and fitness activities, and an annual camping trip to local mountains.
- LA Promise Fund integrates several of its programs into WA: ArtsMatter provides afterschool digital media arts training and skill development and training for teachers on arts integration into core classes; Black College Success works with Black and Black-identifying students to support their college access and success through the attainment of a postsecondary 4 year degree; The Intern Project provides Juniors, Seniors and recent graduates with paid internships in high growth industries; Career Pathways Connects integrates work-based learning opportunities (fieldtrips, career panels, mock interviews, resume/LinkedIn development, and more) into the school and classes; and GirlsBuild cultivates leadership and community service skills.
- *Wellnest-* Provides ongoing mental health services for students and their families on a referral basis.
- *USC Suzanne Dworak-Peck School of Social Work-* Provides Social Work interns on an annual basis that work in the school with students either one on one or in small groups to cultivate individual student and a school culture of well-being.

Schedule and Instructional Time

A Typical Day at RWWNHS WA; In-Person-and-through-Distance Learning

Middle School

Jasmine is a seventh grader at WA. She walks to school with her older brother who attends WA as a 10th grader. She is greeted at the gate by her principal, and runs to visit with a group of friends before the bell rings. As the bell rings students line up in their Promise Time classes and get ready for their whole school meeting since it's a Monday. She is excited because last week the seventh-grade class was the top-scoring class in IXL and she knows that she has been proficient on 3 more skills since then.

She walks into the MPR and knows exactly where to go since they've practiced this to perfection earlier in the year. Music is playing and the atmosphere is electric as students from the entire school come in. The principal shouts out each promise time as they enter and everyone gets a short applause and cheer. Students see how different classes have been doing with attendance, achieve3000, IXL and kickboard points. Individual students get recognized for their contributions in class and at the end, the whole school does some "quick math" together. After they review the week, Jasmine's class gets called to exit and she returns to her Promise Time room feeling energized.

Her first class is English. She is excited to continue reading the story of Frederick Douglass. She has noticed how, thanks to her teacher's modeling and text-dependent questions, she's able to comprehend and appreciate so much more of what she's been reading lately. She participates enthusiastically in the class discussion of the reading because she's confident that her text-based evidence supports her ideas. She's been learning sentence starters that give her responses an academic tone that she's come to be proud of. When it's time to write her CER, she gets real-time feedback from her teacher as she writes that she knows makes her writing stronger.

During nutrition, she knows the PBIS expectations: lining up quickly for her snack, and going to a comfortable, shady spot to eat with her friends. She sees plenty of adults monitoring their areas, providing support where necessary and redirecting others. She feels safe knowing that help is never far away. She sees support staff, instructional aids and the principal out monitoring each part of the campus. All know her name and say hello when they make eye contact.

The bell rings and she gets a little nervous because the next class is math, where she's always struggled. She knows from last Wednesday's advisory, when she was reviewing her latest assessments, that she needs to do extra practice on representing subtraction problems with integers on a number line. When she gets to class, she sees that the problem on the board is exactly what she feared – subtracting integers. She tries her best, but she knows she got it wrong. When the teacher reviews the problem, he polls the class and sees Jasmine's mistake. She's relieved when she gets pulled for a mini-lesson while the rest of the class works in their groups. The teacher's mini-lesson helps! Jasmine feels way more confident and is grateful that her teacher noticed and responded to her learning needs. She's actually looking forward to her exit ticket today so she can finally get a 3 or maybe even a 4!

After lunch, she has her enrichment class. She's been working on a presentation with her partner Kevin on the different representations of heroes in the different films they've been watching and is nervous to show her classmates. Her best friend Miley would usually back her up, but she has ELD this period. She walks in and everyone has already started putting their finishing touches on their presentations and she sees Kevin. He already has his Chromebook open with their slide deck ready to present. The teacher gives some quick instructions on how to role-play and get feedback from each other before they go live in front of the whole class. They've done this before, so she's ready to practice with Kevin. She and Kevin go through it 2 times, the teacher has been going from group to group and when she checks in with her and

Kevin, the feedback is very helpful. When it's time to present, she's nervous, but she uses a strong voice and knows her presentation well. She gets a 3.6 on the rubric – an A! She's proud of herself.

The teacher lets them know how proud she is of all the academic language she's heard in their presentations today and Jasmine knows it's the truth. The teacher gives the signal to get ready to leave and everyone immediately knows exactly what to do: 1. Check for trash, 2. Desks back in position, 3. All items put away, 4. Seated and quiet. She's ready to go and so is everyone else. The bell rings and the class is dismissed in an orderly fashion. She sees the principal and instructional aids outside directing student traffic. She hears "Bye Jasmine" three times by adults before she finds her brother waiting in a designated area and exits the gate.

Jonathan is a sophomore at ~~RWWNHS~~ WA. He lives 2 blocks from the school and walks daily, with his younger sister who is a 7th grader attending WA ~~RWWNMS~~. An engaging bell to the tune of "Mario Brothers" sounds, alerting students that their school day is starting, and to usher them from the courtyard to their rooms. Jonathan hears, "don't be tardy for the educational party," from school staff members. As students make their way to the classroom, some slowly and others at a quickened pace, he hears another student from his Promise Time Class say, "hurry up, get in there." As a way to motivate high school students to attend class daily and on time, the school has implemented an incentive system. When all students are present, the principal will announce the winner of the "Not Tardy" Party. This is one way that the school recognizes whole class efforts for strong attendance and class readiness, through a comprehensive PBIS Program. The winning classes receive both tangible and intangible items; verbal praise and acknowledgment, ice-pops, donuts, or pizza. These daily rituals create a culture of support, where learners know that they are being acknowledged for engaging in their own learning.

Students begin the day with Promise Time (Advisory Period). As a sophomore, Jonathan has looped with the same teacher and student from his freshman year. In Promise Time, Jonathan feels at home because he has developed a close bond with the group, and looks forward to growing closer into his senior year. On Mondays, the Promise Time class attends the Village Circle together. The Principal and Assistant Principal ~~Dean of Student culture~~ welcome students and faculty to the circle. Jonathan is an elected representative of Student Government (SGA), and is part of a committee that makes announcements about school events. During Village Circle, students participate in a variety of conversations in different types of circles; information sharing, celebrations, healing, and restoration. *Village Circle* often concludes with a friendly grade level competition.

During the rest of the week, Jonathan and his *Promise Time* classmates engage in lessons around the themes of civic engagement, college advisement, academic goal setting, cultural themes and celebrations, and financial literacy. His favorite day is Tuesdays, when the class is dedicated to the Civic Action Project (CAP), consisting of debates based on relevant current issues that involve civic action and civil rights. Jonathan is so motivated by the CAP lessons, that he hopes to attend law school after college graduation, in order to support his community as an agent of change. *Breakfast in the Classroom* is an important part of Promise Time. A student volunteer picks up a cart and distributes a nutritious meal that is fuel for the morning. Like many of his peers, Jonathan's family has at times struggled with food insecurity. Thus, he appreciates the respect and dignity of Breakfast in the Classroom, and the opportunity to share a quick meal with his Promise Time family.-

Since today is Monday, Jonathan will attend his odd period classes (Periods 1,3,5) along with Power ~~Up Hour~~ (Intervention Period). He has the same schedule on Thursday. Conversely, he will attend periods 2,4,6 on Tuesday and Friday. Wednesdays are early release days, when teachers attend their Professional Development. Jonathan usually stays on campus for tutoring with one of the school's aides. The campus is small, and he runs out to the courtyard to toss a football with his friends during a quick 3-minute passing period. Other students may shoot a few hoops, or simply socialize on a bench before lining up to enter the classroom.

For Jonathan, Period 1 is his Math Class, ~~Algebra 1 Integrated Math 2 (IM2)~~. During the 92-minute block period, Jonathan will use the digital textbook from ~~the CPM~~ curriculum. The teacher has explained that the approach is cognitively based math, where students apply math problems to real life situations. Jonathan has always struggled with math, and sometimes finds the content difficult. He feels comfortable asking questions from his teachers and students in his table group. The teacher begins with the DO NOW - ~~plotting points solving an equation~~ to review the concept from yesterday's lesson. Since Jonathan didn't finish his homework, he struggles in solving the ~~problem equation; a linear quadratic equation~~. Fortunately, he is able to pull out his notes, and solve the problem. The rest of the class consists of a brief direct instruction to introduce the new standards taught that week, group work, sharing out, then an exit slip before leaving the classroom. Knowing that he has a quiz on Friday, he tells his teacher that he will attend tutoring after school tomorrow. Attending ~~RWWNHS WA and RWWNMS~~, Jonathan has learned the value of persisting when something is difficult, taking clear notes and studying, and asking for help when he needs it. Although math still is not his favorite subject, he feels that between his math class, Power ~~Hour Up~~ when he uses IXL, and tutoring, that he has the support he needs to improve and master all of his subjects.

The rest of his classes for the day include CC English/Language Arts 10, and Video Production/Film. Jonathan's ELA and film teacher have collaborated on an interdisciplinary project for the upcoming weeks. ~~In ELA, students use the Engage NY curriculum. Jonathan is very familiar, as the curriculum is used at both the middle school and high school.~~ He finds the literature selections interesting, mostly when the authors are diverse. In ELA class, the teachers expose students to different genres and authors, and sometimes will select other grade level appropriate texts. His favorite novel that he has read in high school is Enrique's Journey by Sonia Nozario. He relates to the theme of immigration, because his own parents experienced a similar journey. Today, students will make evidence-based claims about literary technique. They are looking at the author's Emily Dickenson and Robert based on a close reading of Emily Dickinson's "Because I could not stop for Death" and Robert Frost's "Home Burial." Jonathan is an English Learner, and much of the vocabulary is confusing. Still, the teacher guides the class through the text, and Jonathan sees the connections. During his film class, the teacher introduces the new film project, which touches upon the same themes. Project-based learning is Jonathan's preferred method of learning. He likes the opportunity to work with his peers, develop ideas, and present to the class. When he entered 6th grade, he was shy and did not feel confident in speaking. ~~RWWNHS WA~~ has opened doors to him and built his confidence. Jonathan thrives at working with technology, and has created his own digital film projects, which he takes pride in. He is excited about the fact that he also took film in his freshman year, and will do so again next year. Jonathan plans to be the first person in his household to attend college. Although he is drawn to the legal profession, namely,

immigration law, he feels that the opportunity to learn about digital media and video production will take him far in his education and career.

Like most high school students, lunch is one of Jonathan's favorite times of day. Since he has attended RWWN Schools since 6th grade, his school friends are like brothers and sisters to him. Sometimes, his principal will allow students to play music at lunch. This always helps improve the atmosphere on campus. Teachers and staff often eat lunch with students, and play sports; football, volleyball circles, 2 x 2 basketball games, and soccer. Jonathan is an athlete, and usually eats quickly so he can join a game. Sports have helped him throughout his life. Since his parents work long hours, sports have kept him busy, safe and active after school hours. He is grateful that ~~RWWHS- WA~~ has competitive sports.

After lunch, Jonathan heads to Power ~~Up Hour~~, and embedded intervention period. During Power ~~Up Hour~~ students in his group work on different things depending on their need. At this point in the year, Jonathan has earned all of his credits. However, when he was a freshman he did not pass a class. His counselor helped him recover the class through APEX. Some students are working on APEX, others are using Achieve 3000 to increase their lexile and others are using IXL Math for skills. Jonathan check-in with the teacher, to go over learning targets. They decide that the best use of his time will be IXL Math, since math is his area of lowest performance. Jonathan feels fortunate to have this time for extra support in the subject that he finds most difficult.

After 5th period, Jonathan talks with some friends, then changes for the after school program. Jonathan and his sister stay active in afterschool programming. He realizes that it's not just helpful for him, but that his parents know that he is safe and being supervised. In addition to the soccer team, which is starting their season, he has been involved with some of the clubs including Video gaming and anime. His favorite is *Just Keep Livin'*. Staffed by one of his favorite teachers, the club focuses on health and wellness. Last year, the club went on a camping trip. He was amazed by the beauty of nature, and being exposed to a starry, clear night sky outside of the city.

After soccer practice, Jonathan picks up his sister from her cheerleading practice, and they walk home. He has homework on his mind, and is worried about his math test. He looks down as his sister, and thinks about how happy he is to be a student at the ~~RWWNHS WA~~, a place where he is supported and accepted, where he can be himself, and where he has the support of caring adults. He is nervous but excited, to work with his college counselor and family to navigate the college counseling system so he can make his family proud and achieve his dreams.

~~A Virtual Day in the Life of an RWWNHS Student~~

~~The worldwide pandemic has changed the educational landscape. RWWNHS has successfully shifted to virtual instruction. In addition to creating a high quality virtual learning environment, the school has continued to build strong relationships between students and staff. During the transition, the school's mantra has been "helping students develop today and tomorrow's mind to shift from yesterday's mindset." This shift in thinking is essential in order to stay relevant in~~

the current climate, where K-12 schools along with colleges and universities are exploring the most effective methods for on-line learning. There are social-emotional challenges that students face, which we address through connectedness to the school and telecounseling. RWWNHS makes every effort to make students feel part of a strong and supportive community, even while apart.

- Jonathan logs on to Village Circle on Monday morning, and hears a motivational song. Today it's "Keep on Moving" which encourages students to persist and reframe obstacles into opportunities. When students log in, they are in the waiting room and are admitted 1 by 1. Students and the school community are welcomed, and the principal reviews the zoom expectations. The principal shares the word of the week, and a positive quote followed by a celebration of our SABER OF THE WEEK NOMINEES and class celebrations.

- After Village Circle, Jonathan logs into his first period class. When distance learning started, Jonathan's family didn't have internet access at home. The school provided Jonathan and his sister with a laptop, charger and internet hotspots. There have been times, when he felt lost, or did not know which class to log onto. The school kept a virtual office open to help students throughout the day.

- Jonathan has learned to follow the schedule for his asynchronous classes. His parents encourage him to take learning as seriously at home, as he did at school. He misses his friends, teachers, and the activities. At first, learning from home was difficult. He was used to submitting work through google classroom, and accessing learning on-line. However, he needed to get used to asking questions in the chat instead of raising his hand in the classroom. Instead of writing on posters in markers, or on whiteboards, he learned to post on a jamboard. Going into breakout rooms, especially with kids he didn't know was awkward at first. When the teachers gave sentence starters and directions, he found it easier.

There was a change to his bell schedule, with breaks during the day. He found that he needed to get out of the house so sometimes, during a break, he will go outside and run around the block. He misses his soccer team, but they meet through zoom and do virtual workouts together. The school has spent more time on team building activities, and having different staff members check in. Teachers are still teaching lessons, and he is still able to ask for help when he needs it, mostly during teachers' office hours and breakout rooms. His favorite program, the CAP Program is still offered during Promise Time. Although everything has changed, learning still takes place, and he has improved in his use of technology and google classroom. He sometimes helps his sister with her work, and has created a gmail account for his mother. He enjoys a new program in Promise Time called "Financial Freedom Friday" where he learns about financial literacy. He feels this is important for his future success, and to help his family.

There are days when Jonathan gets distracted at home, or forgets to log on after a break. To prevent this from happening, he and his parents get a text notification reminding them that lunch is over and it's time for his next class. He longs for the day that he can return to school, play catch with his teachers at lunch, sit in a group, laugh with friends. For now, he feels connected to his school through the online classes and activities.

Although RWWNHS has moved to an online platform, we are even more committed to our vision of empowering young adults to be independent freethinkers ready for the world and to our E3E model to educate our scholars.

- ~~Engaging Educational Experience.~~
- ~~Developing Emotional Intelligence.~~
- ~~Cultivating an Entrepreneurial spirit.~~
- ~~Inspire creativity in Media and Film.~~
- ~~Building students to become Financially Literate young adults.~~

Key Features of our Schedule:

- 180 days and 54,000 or more minutes for in person instruction
- ~~180 days and 240 or more daily minutes for distance learning instruction.~~
- Block schedule (90+ minutes in person or 75 minutes distance learning) allow students to build deeper content area connections, and provide time for interdisciplinary projects and science labs, and greater ease in accommodating the needs of SWD and low performing students to increase the use of varied instructional techniques.
- Promise time offers daily SEL curriculum and furthers school-wide focus and initiatives.
- Power Up Hour, and Academic Enrichment support ~~enrich~~ core learning and individualized support for students' academic needs; explicit direct instruction, application of foundational Math and ELA skills and opportunities for supervised credit recovery.
- High School Counseling occurs during the school day, outside of core learning time.
- Students have CTE Film/Video Production class to fulfill A-G Subject F – VAPA, and career pathways.

In Person Bell Schedule

Monday	Minutes	Tuesday	Minutes	Wednesday	Minutes	Thursday	Minutes	Friday	Minutes	Stack Day/Return from Holiday	Minutes	Minimum Day	Minutes
Promise Time		Promise Time		Period 1		Promise Time		Promise Time		Promise Time		Period 1	
8:00 – 8:51	51	8:00 – 8:51	51	8:00-8:46	46	8:00 – 8:51	51	8:00 – 8:51	51	8:00-8:40	40	8:00-8:46	46
Period 1		Period 2		Period 2		Period 1		Period 2		Period 1		Period 2	
8:55 - 10:26	91	8:55 - 10:26	91	8:50-9:36	46	8:55 - 10:26	91	8:55 - 10:26	91	8:44 - 9:34	50	8:50-9:36	46
Nutrition		Nutrition		Nutrition		Nutrition		Nutrition		Period 2		Nutrition	
10:26 - 10:41	15	10:26 - 10:41	15	9:36-9:46	10	10:26 - 10:41	15	10:26 - 10:41	15	9:38 - 10:28	50	9:36-9:46	10
Period 3		Period 4		Period 3		Period 3		Period 4		Nutrition		Period 3	
10:45 - 12:16	91	10:45 - 12:16	91	9:50-10:36	46	10:45 - 12:16	91	10:45 - 12:16	91	10:28 - 10:43	15	9:50-10:36	46
Power Hour		Power Hour		Period 4		Power Hour		Power Hour		Period 3		Period 4	
12:20-1:20	60	12:20-1:20	60	10:40-11:26	46	12:20-1:20	60	12:20-1:20	60	10:47 - 11:37	50	10:40-11:26	46
Lunch		Lunch		Lunch		Lunch		Lunch		Period 4		Lunch	
1:20 - 1:55	35	1:20 - 1:55	35	11:26-11:56	30	1:20 - 1:55	35	1:20 - 1:55	35	11:41 - 12:31	50	11:26-11:56	30
												Period 5	
												Period 6	
												TOTAL	276

Regular Bell Schedule

Wednesday	Minutes	Thursday	Minutes	Friday	Minutes
Period 1		Promise Time		Promise Time	
8:30-9:15	45	8:30-9:30	60	8:30-9:30	60
Period 2					
9:18-10:03	45				
Nutrition					
10:03-10:13	10				
Period 3					
10:16-11:01	45				
Period 4					
11:04-11:49	45				
Lunch					
11:49-12:19	30				
Period 5					
12:22-1:07	45				
Period 6					
1:10-1:55	45				

Stack Day/Return From Holiday

All Period Day	Minutes
Promise Time	
8:30-9:00	30

Minimum Day	Minutes
Period 1	
8:30-9:15	45

Monday	Minutes	Tuesday	Minutes	Wednesday	Minutes	Thursday	Minutes	Friday	Minutes
Promise Time		Promise Time		Period 1		Promise Time		Promise Time	
8:00 – 8:52	52	8:00 – 8:52	52	8:00-8:47	47	8:00 – 8:52	52	8:00 – 8:52	52
Period 1		Period 2		Period 2		Period 1		Period 2	
8:55-10:27	92	8:55-10:27	92	8:50-9:37	47	8:55-10:27	92	8:55-10:27	92
Nutrition		Nutrition		Nutrition		Nutrition		Nutrition	
10:27-10:42	15	10:27-10:42	15	9:37-9:47	10	10:27-10:42	15	10:27-10:42	15
Period 3		Period 4		Period 3		Period 3		Period 4	
10:45-12:17	92	10:45-12:17	92	9:50-10:37	47	10:45-12:17	92	10:45-12:17	92
Lunch		Lunch		Period 4		Lunch		Lunch	

Distance Learning Bell Schedule

Distance Learning Bell Schedule										Return from Holiday	
Monday		Tuesday		Wednesday		Thursday		Friday		All Periods	Minutes
Advisory	Minutes		Minutes	Power Hour (Asynchronous)	Minutes		Minutes		Minutes	Period 1	
9:45 - 10:00	15			8:00 - 10:00	120					10:00 - 10:40	40
Period 1		Period 2		Advisory (Asynchronous)		Period 1		Period 2		Period 2	
10:05 - 11:20	75	10:05 - 11:20	75	10:05 - 11:20	75	10:05 - 11:20	75	10:05 - 11:20	75	10:45 - 11:25	40
Advisory		Power Hour		Advisory 2		Power Hour		Advisory		Period 3	
11:25 - 12:15	50	11:25 - 12:15	50	11:25 - 12:40	75	11:25 - 12:15	50	11:25 - 12:15	50	11:30 - 12:10	40
Lunch		Lunch		Lunch		Lunch		Lunch		Lunch	
12:15 - 12:50		12:15 - 12:50		12:40 - 1:40		12:15 - 12:50		12:15 - 12:50		12:10 - 12:45	
Period 3		Period 4		Teacher PD		Period 3		Period 4		Period 4	
12:55 - 2:10	75	12:55 - 2:10	75	1:45 - 3:45		12:55 - 2:10	75	12:55 - 2:10	75	12:50 - 1:30	40
Period 5		Period 6				Period 5		Period 6		Period 5	
2:15 - 3:30	75	2:15 - 3:30	75			2:15 - 3:30	75	2:15 - 3:30	75	1:35 - 2:15	40
Total	290	Total	275	Total	270	Total	275	Total	275	Period 6	
										2:20 - 3:00	40
										Advisory	
										3:05 - 3:30	25
										Total	265

Plans for Diverse Learners

At our core, ~~RWWNHS~~ WA is designed to help all students succeed, including English Learners, students with disabilities, those who learn through divergent methods, or have specific challenges that impede learning. Inherent to our instructional model is intensive differentiation, scaffolding, targeted intervention, and additional supports that address individual learner needs. All teachers participate in comprehensive professional development to address the needs of students with varying behavioral and academic needs.

Student Success Team

In order to meet the needs of all students within the regular classroom setting, the Charter School implements a Student Success Team (“SST”). The SST is part of our MTSS, and is seen as an early intervention. Students who are struggling with academics are referred to the SST. The team typically consists of the teacher, the principal, parent/guardian (if possible), and other support team members. The team implements strategies within the general education setting, and monitors students’ progress once the recommended strategies have been implemented. In the event that a student is not demonstrating growth as a result of the interventions, the team may determine that the struggles may be due to a learning disability and refer the students for formal assessment with the possibility that they may be eligible for special education services.

Support for Struggling Learners

We believe that first teaching is best teaching, and embed intervention strategies and appropriate scaffolds into daily lesson plans. Still, there are students that require additional layers that go above and beyond the normal instructional day. These strategies include:

- Power ~~Up Hour~~ Grouping based on student language or academic need
- Additional help during class periods from teachers, bilingual aides, peers, and tutors
- Tutoring sessions; before school, after school, or during Office Hours
- Targeted academic interventions to raise skills
- Software programs that allow students to build foundational skills in ELA and Math
- Academic Goal Setting in Promise Time
- RSP Lab and support for SWD

Advanced Learners

RWWNHS WA provides high achieving/gifted learners with differentiation and enrichment opportunities.

Our focus on arts integration and project-based learning allows for students who meet/exceed standards to apply their learning through projects and presentations that synthesize and apply knowledge in creative ways. We meet the needs of students identified as high achieving and/or gifted through instruction to match the needs of students. The term “gifted and talented”, is applied to students that demonstrate high achievement capability academically, as well as in other areas including through visual and performing arts, innovative creations, leadership, or in a specific content area. We acknowledge that our student population is resilient, and possesses skill sets that may be overlooked in traditional educational settings. The lack of representation in gifted education from underserved communities is a national problem that we address by seeking advancement and opportunities for high achieving, low income students. In *Serving Gifted Students from Poverty Part 3: Solutions that Enhance Equity* (2020), Ruby Payne underscores the fact that students of poverty are overlooked in advanced/gifted programs, and the critical need to foster their potential. “They provide a resource that needs to be nurtured with strong relationships and appropriate learning. As our country demands the development of intellectual capital to create new products, technologies, and services, these students provide untapped resources to create quality of life for all.” With this philosophy in mind, gifted/advanced learners are provided with opportunities to demonstrate their strengths in the classroom through high level projects and presentations that integrate technology, arts, and problem solving. Non-English speakers can demonstrate giftedness through work completed in their primary language, or through scaffolds as they gain English Language proficiency. Gifted learners can also have

learning disabilities, or and it is not unusual for a student to show giftedness in one area (e.g., logic, math etc.) and learning disabilities in another area (e.g., language, processing etc.). We tap into students' funds of knowledge, and provide opportunities for advanced students to achieve beyond the standards, and grade level expectations. As a framework for serving advanced learners, we consider the Depth and Complexity icons developed by Sandra Kaplan at USC, and the differentiated instructional design model by Carol Ann Tomlinson that includes five dimensions; content process, products, classroom organization and management, and a teacher's commitment to change instruction. Advanced high school learners can enroll in AP coursework, ~~and~~ earn college credits, and can also take dual enrollment courses through ASU, ELAC, or any community college we have an agreement with.

Socioeconomically Disadvantaged/Low Income Students

RWWNHS WA exists to radically change conditions for impoverished communities. Our parent agency, LA Promise Fund has served our community for decades in alleviating the impact of poverty, and offering families services and youth opportunities. We strongly believe that income should not be a determining factor in a child's ability to succeed in college, career and life. This includes college access opportunities for high school students, and support in attaining financial aid and scholarships to make college affordable. Our instructional model coupled with our community hub concept strives to remove barriers to learning. Every aspect of our Charter School is designed to improve conditions and advance opportunities for low-income youth. We emphasize instructional supports, closing the digital divide, and providing basic services for families. Teachers are charged with closing the technology achievement gap through the daily integration of technology. Upon entering our Charter School, we provide every learner with a laptop, and free home Wifi hotspots as needed. Students quickly become technologically literate through daily use and training. Technology is ubiquitous, and our effective use facilitated a swift transition to independent study distance learning at the onset of the pandemic. Families are also trained in the use of technology, specifically, so parents can help children learn at home during independent study distance learning. Social emotional needs are at the heart of how we meet the needs of low-income learners. Our staff receives training in trauma informed practice, and identifies students and families in need of additional supports to address hunger, extreme poverty and meeting basic needs. Childhood hunger is a reality in our community. When kids come to school hungry it is difficult to focus on learning. ~~During in-person learning, w~~ We provide daily Breakfast in the Classroom through a grant with *No Kid Hungry*. The majority of our students qualify for the free and reduced-lunch program, which helps low-income students succeed in the classroom by supplying nutritious meals each day. ~~During distance learning, we provide Grab and Go Meals, and t~~ The parent engagement team runs a food pantry for families and the community in partnership with the LA Food Bank. If we are unable to meet a family's need, often relating to medical care or housing, we collaborate with the Parent Engagement Team to support families with referrals to community service organizations. Disparities for students of socio-economic disadvantage are addressed by maintaining a school culture of high expectations for all students. Furthermore, as a school community, we have a responsibility to care for one another, and the sense of community extends to supporting the overall well-being of students and families.

Students Living in Foster Care

We serve a sizeable student population of foster youth with a large percentage of youth living with caregivers within the community. We recognize the needs of our most vulnerable students,

and the importance of providing foster youth with a supportive education environment with a family-like environment. We provide counseling services through USC Suzanne Dworak-Peck Social Work interns, and contract out with Wellnest in that community. Additionally, our school psychologist meets with SWD who are also foster youth for DIS counseling. Our schools work closely with LA County agencies and case managers in identifying and monitoring foster youth as they enroll. Foster youth are supported through the Charter School's expansive SEL Initiatives and PBIS. The warm and nurturing environment fosters positive relationships between adults on campus and at-promise students. The Foster Care Transition Toolkit (US Department of Education, 2016), provides a blueprint for meeting the needs of these resilient students, and states, "Despite facing significant challenges, youth currently or previously involved in the foster care system demonstrate extraordinary courage, determination, and resilience. It is important to provide these youth, and the supportive adults who work with them, the resources and assistance needed to achieve stability and independence." To this end, foster youth are supported through trauma informed practice and MTSS. We also support students living in foster care through classroom practice. In *Supporting Students Living in Foster Care* (2019), Rebecca Alder recommends the following strategies, which we employ; create a sense of safety, give students a sense of control of their environment, ensure that students feel commented, and teach self-regulation skills. We provide this support through PBIS, Promise Time, and individual counseling (in person and through tele-counseling). The college team supports foster youth in attaining college goals and understanding available means of assistance.

Homeless Youth

The pandemic has altered the landscape in the community with an uptick in evictions and family displacement. We first and foremost address the needs of homeless students and families with a tremendous amount of empathy. We also make every possible attempt to meet their basic needs and support through referrals to community agencies. Support for our homeless population takes the same form as how we support low income and foster youth; through wraparound services, social emotional support, and sensitivity. Through support and donations from LAPF, the school provides uniforms, backpacks, school supplies, and support for transportation to and from school. The Charter School shall comply with all applicable legal requirements related to homeless youth, including, but not limited to, policy, training, and monitoring requirements as mandated by AB 408 (2022).

English Learners

The Charter School will meet all applicable legal requirements for English Learners ("EL"), including long-term English Learners or English Learners at risk of becoming long-term English Learners, as they pertain to annual notification to parents, student identification, placement, program options, EL and core content instruction, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. The Charter School will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents. Services for English Learners are provided through the English Learner Master Plan, which is updated annually to reflect changes in policies and legislation. Key areas of the plan are provided below.

Initial Identification

The school's process for initial identification, parent notification, assessment and program placement of ELs is standardized for consistency and equity throughout all schools, and is consistent with federal and state requirements. This process is responsive to the educational needs of ELs and the preference of parents and guardians. The school's overall goal is to ensure consistency in enrollment, assessment, and sharing of information regarding the instructional programs, services, and program placement options to ensure all parents can make informed decisions. Upon initial enrollment, parents complete the Home Language Survey (HLS) section on the Student Enrollment Form, as required by state and federal law.

English Language Proficiency Assessment

If the student's HLS indicates that their home language is other than English, the student's English language proficiency level must be assessed. Students will be assessed with the ELPAC initial assessment within 30 calendar days at the beginning of the school year, or within 30 days of enrollment if the student enrolls later in the school year. Based on a student's overall performance on the ELPAC, s/he may be classified as an English Learner or Initially Fluent English Proficient ("IFEP"). Once a student is identified as EL, the student must be assessed annually with the ELPAC summative assessment until the student meets the eligibility criteria and is Reclassified as Fluent English Proficient ("RFEP").

The initial ELPAC identifies students who are ELs, or initial fluent English proficient. The summative ELPAC assesses the progress of ELs in acquiring the skills of listening, speaking, reading, and writing in English.

The Charter School shall notify all parents of its responsibility for ELPAC testing and of ELPAC results and program placement within 30 days of receiving results from the publisher. The ELPAC shall be used to fulfill the requirements under the ESSA for annual English proficiency testing.

Performance Level Descriptors

A student's initial language classification or status is determined by their overall performance on the ELPAC. Based on the performance level, a student may be classified as follows

ELPAC Performance Level Descriptors

Level	Description
4	English learners at this level have well developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. <u>This test performance level corresponds to the upper range of the “Bridging” proficiency level, as described in the California English Language Development Standards, Kindergarten Through Grade 12 (2012 ELD Standards).</u>
3	English learners at this level have moderately developed oral (listening and speaking) and written (reading and writing) skills. They can sometimes use English to learn and communicate in meaningful ways in a range of topics and content areas. They need light to minimal linguistic support to engage in familiar social and academic contexts; they need moderate support to communicate on less familiar tasks and topics. <u>This test performance level corresponds to the lower range of the “Bridging” proficiency level through the upper range of the “Expanding” proficiency level, as described in the 2012 ELD Standards.</u>
2	English learners at this level have somewhat developed oral (listening and speaking) and written (reading and writing) skills. They can use English to meet immediate communication needs but often are not able to use English to learn and communicate on topics and content areas. They need moderate-to-light linguistic support to engage in familiar social and academic contexts; they need substantial-to-moderate support to communicate on less familiar tasks and topics. <u>This test performance level corresponds to the mid- to low-range of the “Expanding” proficiency level, as described in the 2012 ELD Standards.</u>
1	English learners at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. <u>This test performance level corresponds to the “Emerging” proficiency level, as described in the 2012 ELD Standards.</u>

ELPAC Performance Level Descriptors & ELD Standards Proficiency Levels

ELPAC	Level 1	Level 2		Level 3		Level 4
ELD Standards	Emerging	Low Expanding	Mid Expanding	Upper Expanding	Lower Bridging	Upper Bridging

ELPAC Performance Level Descriptors & ELD Standards Proficiency Levels

ELPAC	ELD Standards
Level 1	Emerging
Level 2	Expanding - low
	Expanding - mid
Level 3	Expanding - upper
	Bridge - low
Level 4	Bridge - upper

Reclassification

Schools reclassify ELs as RFEP at the point when designated and integrated ELD are deemed no longer necessary for ELs to be successful in the mainstream educational program at a level commensurate to non-English Learners (i.e. English Only, Initially Identified Fluent English Proficient). Once ELs are reclassified, they retain RFEP status for the rest of their educational careers. However, the academic progress of RFEP students must be monitored for a minimum of four years, as required by federal guidelines. Specifically, if their continued linguistic and academic performance declines or stalls, interventions must be provided to ensure that these students reach and maintain grade-level academic proficiency.

Criteria for Reclassification

ELs are reclassified as fluent English proficient based on the following criteria required by the Education Code and recommended by the State Board of Education (SBE). The minimum criteria to be considered for reclassification are:

1. Overall score of 4 on ELPAC Summative Assessment
2. Exceeds, meets, or high range of nearly meets on the ELA portion of the CAASPP Summative Assessment, or NWEA Summative Assessment
3. Grade of C or better for 2 consecutive semesters in English/Language Arts
4. Lexile Reading level no more than 2 years below grade level
5. Teacher recommendation*
6. Parent/guardian approval

*Teacher recommendations are informed by the following:

- Standards-based ELA assessments or standards-based ELA interim assessments (grades 9-12)

- Report cards grades/progress report marks in equivalent ELA courses (secondary)
- Authentic student work samples, especially writing samples

Monitoring Progress of Reclassified Students

At least once per semester, the Charter School’s Language Appraisal Team (“LAT”) will meet to review the performance and progress of RFEP students using the RFEP Follow-Up Form. (Appendix E) The LA Promise Charter Schools Data Team will create an RFEP Follow-Up Form annually for each student and disseminate to principals in the fall. The LAT includes the principal or designee, the student’s classroom teacher(s), and other personnel such as counselors, specialist teachers, intervention teachers, EL experts, as appropriate, and/or parents of the student being reviewed.

Reclassifying English Learners with Disabilities

The reclassification criteria applies to EL Special Education students being considered for reclassification; however, a California Alternative Assessment (“CAA”) ELA score of understanding or foundational understanding may substitute for the CAASPP ELA score, if the student takes that assessment. The IEP team must be consulted when reclassifying an EL with disabilities. IEP teams will verify that in addition to meeting the criteria for reclassification, students with ELD goals in their IEPs have mastered those goals before the students are reclassified.

Instructional Program Options

The Charter School provides instructional program options tailored to meet the diverse needs of ELs. The program options guarantee access to a full, comprehensive curriculum with scaffolds and supports for students at different English language proficiency levels. The ultimate goal of each program option is for ELs to acquire English as rapidly and effectively as possible and to ensure ELs have access to the state adopted academic content standards, including ELD standards. Structured English Immersion and Mainstream English are available at the school. Each option ensures that ELs with disabilities have an equal opportunity to participate in a program consistent with their IEP. All program options also allow for equal access to students who are advanced learners or gifted and talented. No ELs are excluded from the core curriculum based solely on their English language proficiency level.

Accelerated Learning Program for Long Term English Learners – Grades 9-12

The goals of this instructional program model are to accelerate academic English and to attain academic proficiency in core content subjects for ELs who have attended school in the U.S. for more than five full years (i.e. beginning their sixth year and beyond), but still have not met the criteria to be reclassified. This program option ultimately aims to reduce the risk of dropping out of school, ensure that these students are able to perform at a level comparable to their native-English speaking peers, have access to and to meet A-G graduation requirements to be college-prepared and career-ready.

English Learner Newcomer Program, Grades 9-12

The goals of this instructional model are to acquire Early Intermediate or Intermediate academic English language proficiency and to develop core academic skills and knowledge for immigrant students new to U.S. schools. This program ensures that newcomers are better prepared to participate, with support, in Structured English Immersion and Mainstream English language classrooms. This model also supports acculturation to new school routines and communities. It is

designed to foster literacy and academic skills in English of middle- and high school-age recent immigrants who sometimes arrive with limited primary language literacy and formal schooling. Additionally, LA Promise Fund supports recent immigrant students and families through social-emotional learning support, and wrap around services.

Guiding Principles for Instructional Services for English Learners

The Charter School is committed to implementing the following three guiding principles in all of its instructional services for ELs:

- ELs have a variety of linguistic and cultural abilities that are viewed as assets.
- Focused instruction for these students builds on their cultural and linguistic strengths and provides meaningful access to curriculum that is standards-based, cognitively complex, rigorous, and coherent.
- All teachers are teachers of literacy, language and content.

English Language Development

Instruction is designed to ensure that ELs acquire English language proficiency, master academic content standards required of all California students, and recoup any academic deficits that they may have accrued while in EL status. The instructional programs contain the following components:

- Well-articulated, standards-based, differentiated ELD instruction, specifically designed for ELs to address ELD skill levels, and overall ELD level.
- Well-articulated, standards-based, differentiated instruction using integrated ELD to ensure full access to the core curriculum.
- Primary language support, as needed, to improve EL students comprehension of and meaningful participation in core instruction in English language instructional programs.

The Charter School recognizes its obligation to ensure that ELs become proficient in English as rapidly and effectively as possible. The Charter School considers these obligations to be a high priority. This section describes ELD instructional practices in the Charter School. ELD instruction in the Charter School explicitly teaches elements and features of the English language such as vocabulary, syntax, grammar, discourse, functions, and conventions, as well as the comprehension and production of discipline-specific academic language (e.g. math, science, social studies) based on student ELD skills and needs. The Charter School refer to the CA English Learner Roadmap as the common vision for English Learners, and for resources and concrete actions to support English Learners at all levels.

Integrated English Language Development

Integrated ELD – All teachers attend to the language learning needs of their ELs in strategic ways that promote the simultaneous development of content knowledge and advanced levels of English using the CA ELD Standards. The primary purpose of integrated ELD is teaching skills and knowledge in the content areas, more specifically content identified in State Standards for English/Language Arts, math, science, social studies, physical education, and the arts.

Designated English Language Development

Designated ELD – Designated ELD is provided during the regular school day when teachers use the CA ELD Standards as the focus to build to develop critical English language skills, knowledge, and abilities needed for beginning level English Learners.

English Learners with Disabilities

As with all English learners, ELs with an IEP are expected to make progress in English language proficiency and academic content mastery. To attain this, the instructional programs for ELs with IEPs will include ELD as a component of their core instruction, as well as access to core content using integrated ELD, and, as appropriate, primary language support.

ELD instruction is required for all ELs, including those with IEPs until they are reclassified. ELs with disabilities should receive ELD in the mainstream classroom with students of like age/grade and language proficiency whenever possible. For ELs with IEPs, the opportunity to have access to non-disabled peers is essential to their growth and development

Interventions Tailored for English Learners, 6-12

When ELs struggle, care must be taken to determine, as precisely as possible, the specific area of need and provide accelerated instruction to meet those needs. This supplemental instruction is in addition to the time allowed for core instruction. In all interventions the curriculum addresses the student's specific learning needs and progress is carefully monitored and reported. All interventions have the following in common:

- Student Success Team meetings or conferences to discuss progress and concerns with parents/guardians.
- Review of multiple assessments to determine specific area(s) of need and instruction that targets those needs.
- Ongoing progress monitoring to ensure the effectiveness of the intervention.
- Systematic and explicit instruction with modeling, multiple examples and feedback.
- Increased time and intensity of instruction.

Monitoring and Evaluation of Program Effectiveness

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

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

Special Education

RWWNHS WA complies with all applicable state and federal laws in serving students with disabilities, including but not limited to Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA"), and the Individuals with Disabilities in Education Improvement Act ("IDEA").

RWWNHS WA is a member of the Los Angeles County Charter SELPA. (See Appendix Tab C for a copy of the MOU with the SELPA.) RWWNHS WA understands that it has the obligation to serve students with exceptional needs and that the Charter School, pursuant to applicable state and federal law, must ensure that all of its students have access to a free and appropriate public education. RWWNHS WA ensures that all enrolled students have equal access to all parts of the educational program as other students do.

RWWNHS WA the right to act as its own Local Education Agency (“LEA”) for the purposes of special education.

RWWNHS WA complies with all notice and other provisions under the law and ensures sound financial planning for the potential contingencies associated with being an LEA for special education purposes.

RWWNHS WA follows all LACOE and SELPA policies and procedures, and shall utilize SELPA forms in seeking out and identifying and serving students who may qualify for special education programs and services, responding to records requests, and maintaining confidentiality of student records. All students with disabilities will be fully integrated into the programs of RWWNHS WA with the necessary materials, services, and equipment to support their learning. RWWNHS WA ensures that any student with a disability attending RWWNHS WA is properly identified, assessed, and provided with necessary services and supports.

RWWNHS WA meets all the requirements mandated within a student’s IEP. No assessment or evaluation is used for admission purposes. Parents are informed that special education and related services are provided at no cost to them. If a student enrolls with an existing IEP, an IEP meeting will be convened within 30 days.

Search and Serve

RWWNHS WA shall have the responsibility to identify, refer, and work cooperatively in locating RWWNHS WA students who have or may have exceptional needs that qualify them to receive special education services. RWWNHS WA implements SELPA policies and procedures to ensure timely identification and referral of students who have, or may have, such exceptional needs. To identify students in need of special education services, RWWNHS WA participates in the “Child Find” systems of the Los Angeles County Charter SELPA in which its students reside.

RWWNHS WA implements a “Student Success Team” (SST) model, discussed above, to meet all student needs within the regular instructional setting prior to referral for formal assessment for special education purposes. The SST identifies resources and interventions to support the student. If the student is still not demonstrating success after all feasible strategies have been exhausted, and if the student’s difficulty appears like it could be caused by a disability eligible for special education services, the student will be referred for formal assessment. As any other public school, RWWNHS WA is responsible for educating special education students and ensures that this responsibility is met. For students with special needs, adaptations and modifications aligned with those students’ IEPs are implemented in the least restrictive environment possible.

Assessment

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

The referral process is a formal, ongoing review of information related to students who are suspected of having special needs and show potential signs of needing special education and related services. RWWNHS WA’s primary internal method for referral for assessment is the Student Success Team. When a parent/guardian suspects that a child has a disability, the parent/guardian is advised by the Charter School to notify the Charter School in writing in order to arrange for possible testing and evaluation (parents/guardians who make the request orally will be provided assistance, if needed, in making a written request). Parent notification and request for special education testing and evaluation will trigger legal timelines, and RWWNHS WA will follow all legal mandates for a timely response.

After a student is referred for a special education assessment, RWWNHS WA provides the student’s parent or guardian with a proposed assessment plan (in their appropriate home language) within 15 days of the referral. All referrals are responded to in writing by RWWNHS WA within 15 days. Parents are given at least 15 days to provide written consent. Parents are informed by the Director of Student Services that special education and related services are provided at no cost to them. RWWNHS WA obtains informed consent from the parent/guardian before conducting the assessment, and the assessment is completed within 60 days of receipt of parental consent.

The SST is responsible for gathering all pertinent information and sharing such information with all others involved in the assessment. Information gathered is used as tools to determine the student’s disability, eligibility for services, and determining the nature and extent of required services. If needed or requested, an interpreter will be provided for the parent or guardian during the assessment. A teacher or RWWNHS WA staff member may serve as the interpreter, if fluent in the parent/guardian’s native language and with parent/guardian approval. The types of assessments that may be used for determining eligibility for specialized instruction and services are selected by the RWWNHS WA, in collaboration with any hired service providers, and are generally performed by a qualified psychologist and a nurse if applicable. Those assessments could include, but are not limited to:

- Individual testing;
- Teacher observations;
- Interviews;
- Review of school records, reports, and work samples; and
- Parent input.

RWWNHS WA uses SELPA forms to develop, maintain and review assessments and IEPs in the format required by the SELPA, including assessment and IEP data into the SELPA data system in accordance with SELPA policies and procedures. RWWNHS WA maintains copies of assessments and IEP materials for review by the SELPA. RWWNHS WA submits to the SELPA and CDE all required reports, in a timely manner as necessary to comply with state and federal laws. RWWNHS WA maintains copies of assessments and IEP materials for review by the

SELPA. As necessary, the Charter School will develop Individual Transition Plans to help a student with disabilities, age 14 and older, in transitioning to adult living.

Unless conflicting with SELPA policies and procedures, RWWNHS WA follows the below assessment guidelines. If a conflict with any of the prior mentioned agencies policies and procedures exists, then SELPA policies and procedures will govern, and RWWNHS WA will revise these guidelines accordingly:

- Parents or guardians of any student referred for assessment must give their written consent for the Charter School to administer the assessment;
- The student must be evaluated in all areas related to his/her suspected disability;
- The assessment will be conducted by a professional with knowledge of the suspected disability;
- Multiple assessments will be delivered by qualified professionals to measure the student's strengths and needs;
- Assessments will be delivered without cultural, racial or gender bias;
- Assessment results will be delivered to the parent/guardian in their primary language, and an interpreter will be provided if needed;
- Assessments will be adapted as necessary for students with impaired sensory, physical or speaking skills; and,
- A multidisciplinary team will be assembled to assess the student, including a teacher knowledgeable in the disability.

Once the assessment is completed, RWWNHS WA holds a meeting to review the results of the assessment and determine whether the student qualifies for special education by meeting the criteria for one of 13 disabling conditions. As needed, translation services will be provided for these meetings. This meeting is the initial IEP meeting described in detail below, and RWWNHS WA gives the student's parent/guardian the opportunity to participate. RWWNHS WA is responsible for scheduling, coordinating and facilitating the IEP meeting.

If a student enrolls at RWWNHS WA with an existing IEP, an IEP meeting will be convened within 30 days to review the existing IEP, discuss the student's present levels of performance and needs, and offer appropriate placement and services. Prior to such meeting and pending agreement on a new IEP, if needed, RWWNHS WA shall work to implement the existing IEP or as otherwise agreed upon by the parent/guardian. Within 30 days of each school year beginning, RWWNHS WA will forward a complete list of all new IEPs to students' home districts for reference, if required by law.

Development, Implementation and Review of IEP

RWWNHS WA ensures that all aspects of the IEP and school site implementation are maintained. Every student who is assessed by the Charter School has an IEP that documents assessment results and eligibility determination for special education services. RWWNHS WA provides modifications and accommodations (outlined within each individual's IEP) in the general education environment taught by the general education teacher.

Students at the Charter School who have IEPs are served in the Least Restrictive Environment ("LRE"). However, should a student's IEP team determine that the student requires an

alternative placement, the Charter School will work with the SELPA to ensure an appropriate placement and services.

RWWNHS WA makes time, resources, and facilities available to meet the needs of the student's IEP. RWWNHS WA actively participates in all aspects of the IEP to enable the student to be successful, including the appropriate individual tutoring schedule and classroom modifications, strategies, and techniques.

Each student who has an IEP has an IEP team that oversees the IEP development, implementation and progress of the student. All decisions concerning the special education programs and services to be provided to a student with a disability are to be made by the IEP team. The IEP team at RWWNHS WA consists of the following individuals:

- Principal or administrative designee
- The parent or guardian of the student for whom the IEP was developed;
- The student, if appropriate;
- At least one general education teacher who is familiar with the curriculum or progress appropriate to that student;
- Special education teacher (Intervention Specialist, as defined in Element 5); and
- If the student was recently assessed, the individual who conducted the assessment or who is qualified to interpret the assessment results.

Others familiar with the student may be invited as needed. RWWNHS WA views the parent as a key stakeholder in these meetings and makes every effort to accommodate parents' schedules and needs so that they are able to participate effectively on the IEP team. An interpreter is provided if necessary to ensure that all parents and/or guardians understand and can participate in the IEP process. A teacher or staff member, fluent in the parent's native language, may serve as the interpreter with parent approval. If the parent(s) cannot attend the IEP meeting, the Charter School will ensure his/her participation using other methods, such as rescheduling the meeting, conferencing by telephone, conferencing via zoom, TEAMS, or other online conferencing app. A copy of the IEP is given to the parent in accordance with State law, and SELPA policies, as applicable.

Upon the parent or guardian's written consent, the IEP is implemented by RWWNHS WA in cooperation with the SELPA in which RWWNHS WA is a member, under the terms of the Special Education MOU if applicable. The IEP includes all required components and is written on SELPA approved forms. The elements of the IEP include:

- A statement of the student's present levels of academic achievement and functional performance;
- The rationale for placement decisions;
- The services the student will receive and the means for delivering those services;
- A description of when services will begin, how often the student will receive them, who will provide them, and where they will be delivered;
- Measurable annual goals and short-term objectives focusing on the student's current level of performance;
- A description of how the student's progress will be measured and monitored;
- An explanation of the extent, if any, to which the student will not participate in general education;

- Any accommodations necessary to measure the academic achievement and functional performance of the student on state and district assessments; and,
- Transition goals for work-related skills.

IEP meetings are held according to the following schedule:

- Yearly to review the student's progress and make any necessary changes;
- Every three years to review the results of a mandatory comprehensive reevaluation of the student's progress;
- After the student has received a formal assessment or reassessment;
- When a parent or teacher feels that the student has demonstrated significant educational growth or a lack of anticipated progress;
- When an Individual Transition Plan is ("ITP") required at the appropriate age;
- When a special education student has been suspended, especially if they demonstrate a pattern of misbehavior, to determine if changes to the IEP are required to address the misbehavior;
- Prior to the expulsion of a student with an IEP, to determine if the student's misconduct was a manifestation of his/her disability, and,
- If the parent/guardian, an ~~RWWNHS~~ WA staff member, hired service providers, or the student has communicated a concern about the student's progress.

The IEP team formally reviews each student's IEP at least once a year to determine how the IEP is meeting his/her needs. In accordance with IDEA regulations, the IEP team also conducts a formal review of the IEP once every three years, in which the student is reassessed and the IEP is reviewed as part of an overall comprehensive reevaluation of the student's progress.

If a parent or faculty member feels the student's educational needs are not being met, they may request a reassessment or a review of the IEP by the IEP team at any time during the year via written notice to the school. Once the request is received, the IEP Team will have thirty days, not including school vacations greater than five days, to hold the IEP meeting. The school encourages open communication between the parents and the school for any items related to the special education services. Students at ~~RWWNHS~~ WA who have IEP's continue to attend the school, unless the IEP recommends otherwise.

Parents are informed approximately four times a year of the student's progress toward meeting annual goals and whether the student is expected to meet his/her annual goals. The Goals and Objectives section of the IEP are an attachment to the general progress report. This serves to document the method by which the student's progress toward achieving the annual goal is measured, the student's progress during the relevant period, the extent to which it is anticipated the student will achieve the annual goal prior to the next annual review, and where needed, the reasons the student did not meet the goal.

Staffing

All special education services at ~~RWWNHS~~ WA are delivered by individuals or agencies qualified to provide special education services as required by California's Education Code and the IDEIA. Although specific staffing needs may be set forth in more detail in a Special Education MOU with the SELPA, based on the demographics in our target population, we have budgeted to have at least one Intervention Specialist with an appropriate Special Education

Credential who will lead direct instruction of students with special needs and help train and collaborate with other faculty regarding instruction for students with special needs. The principal or administrative designee bears responsibility for aspects of the SST and IEP process from an administrative perspective. All teaching staff at the RWWNHS WA are also involved in assuring that all IEPs and 504 plans are properly implemented.

In supporting the special education program and the IEP process, the principal:

- Ensures that all aspects of the IEP are followed;
- Ensures all appropriate personnel (including consultants) attend team meetings;
- Ensures parents receive regular communication about progress made toward attaining the goals stated on the student's IEP, and inform them of due process procedures and rights;
- Consults bi-monthly with the student's teacher and service providers to ensure that the objectives and goals of students with IEP's are being met (consistent with school-wide review of all students' ILPs);
- Ensures completion of the requisite paperwork, updating and filing of necessary information for initial referrals, triennial evaluations, ongoing monitoring of student progress, and appropriate provision of any/all test modifications as stipulated in the IEP;
- Maintains a central file with all special education evaluation material and IEP's in accordance with FERPA and IDEA guidelines; and,
- Provides a report of student progress on the same schedule as students in general education.

RWWNHS WA Staff may also attend professional development opportunities that are available to other schools of the Los Angeles County Office of Education.

RWWNHS WA understands it is responsible for the hiring, training, and employment of site staff necessary to provide special education services to its students, including, without limitation, special education teachers, paraprofessionals, and resource specialists. RWWNHS WA shall ensure that all special education staff hired or contracted by RWWNHS WA are qualified pursuant to SEPLA policies, as well as meet all legal requirements.

Special Education Services and Strategies for Instruction

As detailed throughout this petition, RWWNHS WA utilizes a MTSS model, and also complies with the federal mandate of the least restrictive environment. RWWNHS WA complies with the federal mandate of the "least restrictive environment", meaning that the school makes every attempt to educate special education students along with their non-disabled peers. RWWNHS WA mainstreams all of its students as much as is appropriate according to each individual IEP, offering a comprehensive inclusion program that includes specialized individual tutoring and supports. Each student's IEP requires different kinds of modifications for instruction and services, therefore the educational strategies of the IEP are built around the student's needs and how these fit within the general educational program of the school. The instruction outlined in each student's IEP are delivered by personnel qualified to do so.

As a member of the Los Angeles County Charter SELPA, RWWNHS WA may also contract with outside special education service providers – either via an agency or directly -- depending on operational needs or specific requirements of the students' IEPs in order to ensure student success in the context of our innovative school model. We currently are contracted with Expatriate Communications to provide speech, nursing, and counseling services. Some of the

potential contracted services may include nurses, speech therapists, psychologists, autism behavioral or occupational therapists, and counselors. RWWNHS WA will reassess its special education staffing, service providers, methods, and strategies on a continuous basis to assure that all services provided are effective and of the highest quality.

The range of special education services are the same as at any other public school and include all services as needed to meet students' IEPs. RWWNHS WA employs a variety of strategies to ensure student success as detailed throughout this petition, to provide best practices for SWD.

- High Expectations
- Project-Based Learning
- Use of technology
- Collaborative learning
- Small Group Instruction
- Varied assessment tools including presentations, projects, and authentic assessments
- Explicit Direct Instruction
- Goal Setting / Learning Targets through I CAN statements

Classroom Modifications for At-Promise Student: In order to help students who, appear to need special services or "a reasonable accommodation," classroom modifications are made. The following modifications or accommodations are used by the regular classroom teacher for students who are At-Promise, depending on the student's specific need:

Materials:

- Use highlighted or underlined reading materials
- Provide visual aids
- Provide concrete manipulative materials
- Provide taped texts and/or other class materials
- Allow use of calculator
- Provide materials with wide spacing, few items per page and clear print
- Type teacher materials
- Incorporate technology-based adaptive curriculum

Methods:

- Teach to student's learning style: Linguistic, Logical, Musical, Spatial, Kinesthetic, Interpersonal
- Intrapersonal
- Provide visual clues and/or demonstration (model) when instructing
- Read written material to student
- Provide organization aids such as outlines, etc.
- Utilize peer tutors, etc.
- Utilize shared note taking
- Use clear and concise directions
- Provide graphic organizers (e.g. Thinking Maps) to help students create cognitive schema for new information
- Provide written steps for directions
- Have student repeat directions to teacher or peer
- Use manipulatives

- Emphasize critical information
- Pre-teach vocabulary
- Preview lesson for student before given to whole class
- Reduce language level of reading level of assignment
- Share activities

Assignments:

- Ensure that all students understand learning objectives
- Give directions in small, distinct steps (written/picture/verbal)
- Use written back-up for oral directions
- Lower difficulty level
- Shorten assignment
- Reduce paper and pencil tasks
- Read or tape record directions to student
- Use pictorial directions
- Give extra cues or prompts
- Allow student to record or type assignment
- Adapt worksheets, packets
- Utilize compensatory procedures by providing alternate assignment/strategy
- Avoid penalizing for penmanship

Pacing:

- Reduce paper and pencil tasks
- Provide distributed review and drill
- Extend time requirements
- Vary activity often
- Allow breaks
- Omit assignments requiring copying in timed situation
- Provide home set of text/materials for preview/review

Testing:

- Give tests orally (may include dictated or taped answers)
- Allow student to take test while standing at the board, if this is student's preference
- Read test to student
- Preview language of test questions
- Use visuals or pictures
- Give similar questions in regular classroom setting before test
- Use objectives test technique, limit choices for multiple choice, provide word bank for fill-in blank, limit items per matching section
- Use essay tests, allow to be dictated
- Shorten length of test
- Have test administered to the student outside of the class setting

Learners' Needs:

- Provide student with assignment sheets or require that he/she maintain one
- Provide a visual daily schedule
- Provide calendars

- Check often for understanding/review
- Set defined limits
- Provide positive reinforcement
- Allow projects to be presented orally or on tape
- Allow projects to be presented through demonstration, pictures, and/or models
- Use preferential seating
- Monitor and redirect student to task as needed
- Request parent reinforcement
- Have student repeat directions
- Teach study skills explicitly
- Use study sheets to organize material
- Design/write/use long term assignment timelines
- Review and practice in real situations
- Plan for generalizations
- Teach skill in several settings/environments

Environment:

- Preferential seating
- Alter physical room arrangement
- Define areas concretely
- Provide for a quiet space
- Eliminate too many visual distractions

For every student who is eligible to receive special education instruction and related services, RWWNHS WA provides transportation as a related service if it is required to assist a child with a disability benefit from special education. As required for any special education program, transportation is provided to meet the criteria for a free, appropriate public education. As applicable, a student's IEP will describe how special education transportation is coordinated with regular home-to-school transportation, and will set forth an individualized plan for meeting the transportation needs of the student receiving special education.

Reporting

RWWNHS WA, in collaboration with the SELPA, and RWWNHS WA service providers (if applicable), collects and maintains the following information on disabled students as required by IDEA:

- A calculation of all school-age students with disabilities being provided special education services by age, grade, category of disability and the number of students with disabilities who are English Learners;
- The number of students provided with test modifications and the types and the number of students exempted from assessments;
- The settings in which students with disabilities receive their services, specifically including the portion of the school day they receive services with non-disabled peers and time away from the regular classroom;
- The number of students with disabilities suspended "in-school" and out of school, organized by disability and length of suspensions; and
- The basis of exit from RWWNHS WA of students with disabilities (i.e., attainment of diploma and type, declassified, moved, etc.).

All necessary procedures and practices to ensure confidentiality and accurate/timely reporting are the responsibility of the Principal and RST (or his/her designee). The RST ensures that a central file with all special education evaluation material and IEP's is maintained and that this file is locked and confidential, in accordance with IDEA guidelines. Sped Team oversees access to these records, and is responsible for ensuring that all providers responsible for the implementation of a student's IEP have access to a copy of the IEP and are informed of their specific responsibilities in implementing the IEP.

Due Process and Procedural Safeguards

Parents or guardians of students with IEPs at the ~~RWWNHS~~ WA must give written consent for the evaluation and placement of their child; are included in the decision-making process when change in placement is under consideration; and are invited, along with teachers, to all conferences and meetings to develop their child's IEP.

Any concerns or disagreements raised by parents/guardians are acknowledged by the Charter School within five days, after which a meeting between the parent/guardian and Charter School will be scheduled to seek resolution of the disagreement. If a disagreement or concern persists, parents or guardians have the right to initiate a due process hearing to challenge a decision regarding the identification, evaluation, or educational placement of their child.

The Charter School will provide the parent with all notices of procedural safeguards as well as with information on the procedure to initiate both formal and informal dispute resolutions.

In the event that a parent/guardian files a request for a due process hearing or request for mediation, ~~RWWNHS~~ WA shall defend the case.

~~RWWNHS~~ WA may initiate a due process hearing or request for mediation with respect to a student enrolled at ~~RWWNHS~~ WA if ~~RWWNHS~~ WA determines such action is legally necessary or advisable.

~~RWWNHS~~ WA shall have sole discretion to settle any matter in mediation or due process. ~~RWWNHS~~ WA shall also have sole discretion to file an appeal from a due process hearing or take other legal action involving any ~~RWWNHS~~ WA student necessary to protect its rights.

Parents or guardians also have the right to file a complaint with the Los Angeles County Office of Education and/or California Department of Education if they believe that the Charter School has violated federal or state laws or regulations governing special education.

Funding

~~RWWNHS~~ WA understands that it is subject to the allocation plan of its SELPA.

Section 504 of the Rehabilitation Act

~~RWWNHS~~ WA recognizes its legal responsibility to ensure that no qualified person with a disability shall, on the basis of disability, be excluded from participation, be denied the benefits of, or otherwise be subjected to discrimination under any program of ~~RWWNHS~~ WA. A student who has a physical or mental impairment that substantially limits one or more major life

activities, has a record of such an impairment, or is regarded as having such an impairment, is eligible for protections under Section 504. ~~RWWNHS~~ WA understands that its students may have exceptional needs that are not governed by the terms of the federal special education law (IDEA) but who may require accommodations or services pursuant to the terms of Section 504 of the Rehabilitation Act and that the Charter School will be responsible for planning and implementing any such accommodations or services. The Director of Curriculum and Instruction will be the 504 Coordinator unless he or she chooses to delegate that responsibility to an appropriately qualified staff member.

~~RWWNHS~~ WA shall be solely responsible for its compliance with Section 504. The Charter School has established policies and procedures to ensure compliance with requirements for parental notice of due process rights, parents' right to review records, impartial hearings, representation by counsel and review procedures, the students' equal access to academic and nonacademic school activities, the right to a free and appropriate public education ("FAPE") in the least restrictive environment, right to notice regarding referral, evaluation and placement, and the right to an appeal process.

A 504 team will be assembled by the Principal (or his/her designee), teachers, parent/guardian, the student if needed, and other qualified persons knowledgeable about the student, the meaning of the evaluation data, placement options, the suspected handicapping condition, and accommodations. If that knowledge is not present among the 504 team's regular members, the school may hire or invite additional team members who bring that expertise according to the needs at hand.

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

- Tests and other evaluation materials that have been validated for the specific purpose for which they are used and are administered by trained personnel.
- Tests and other evaluation materials include those tailored to assess specific areas of educational need, and not merely those which are designed to provide a single general intelligence quotient.
- Tests are selected and administered to ensure that when a test is administered to a student with impaired sensory, manual or speaking skills, the test results accurately reflect the student's aptitude or achievement level, or whatever factor the test purports to measure, rather than reflecting the student's impaired sensory, manual or speaking skills.

The final determination of whether the student is eligible for accommodations under Section 504 must be made by the 504 team in writing and notice is given in writing to the parent or guardian of the student in their primary language along with the procedural safeguards available to them.

If during the evaluation, the 504 team obtains information indicating possible eligibility of the student for special education per the IDEIA, a referral for assessment under the IDEIA will be made by the 504 team.

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

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

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

Professional Development

We believe that impactful and inspiring adult learning leads to effective teacher practice, resulting in improved learning outcomes. We also acknowledge that the quality of professional learning is the factor that transforms teaching. The Learning Policy Institute published a research brief, *Effective Teacher Professional Development* (2017), that stated that "effective PD is structured professional learning that results in changes to teacher practices and improvements in student learning outcomes." This research brief elaborates that effective professional learning:

- Is content focused
- Incorporates active learning utilizing adult learning theory
- Supports collaboration, typically in in job-imbedded content
- Uses models and modeling of effective practice
- Provides coaching and expert support
- Offers opportunities for feedback and reflection
- Is of sustained duration

Professional learning at RWWNHS WA encompasses all of the above components. We launch the year for teachers in early August with our two week Summer Teachers Conference. During the conference there are opportunities to engage in vertical teaming with grade level, school, and grades 6-12 content teams, with RWWNHS WA. Weekly professional learning is built into our bell schedule, with early release days on Wednesday, to provide teachers with a two-hour block. We provide opportunities for teachers to attend outside conferences and workshops to improve their craft. Monthly content team collaboration is led by our content coaches.

Professional Development for STEM Teachers

Foundations for Science

Philosophy - Pedagogical practices provided during professional development in an experiential learning environment are projects and phenomena connected to their interests and/or communities, student driven learning and pace, multiple modes of exploration, scaffolds, extensions beyond the standard, strategic grouping of students to support opportunities for intentional peer to peer discourse utilizing evidence for claims, and identifying, calling out and utilizing “funds of knowledge” (Gonzalez et al., 1995). These pedagogical practices are equity tools that help create an inclusive learning environment for diverse student populations and are aligned with research literature and scenarios provided by the NGSS Diversity and Equity Team (NGSS, 2013). In addition, constructivist theory guides teachers to shift from traditional teaching to a rigorous, inquiry-based teaching and learning approach (Trowbridge, Bybee, & Powell, 2000) involving active student-centered experiences. To create inclusive environments the utilization of constructivist theory, specifically cognitive apprenticeship (Brown, Collins, & Duguid, Brown, 1989) and partnership philosophy (Knight, 2007) which focus on and develop reflection, agency, modeling, scaffolding, action and articulation, and metacognition are implemented with the teacher. These pedagogical practices are placed within the context of three driving questions teachers ask before they plan and teach: 1) Who is doing the thinking? 2) Why should students care and how are they seeing themselves in the lesson? 3) Can each student access the learning?

Model

At ~~RWWNHS~~ WA, science educators engaged in the Engineering Science Inquiry (“ESI”) instructional model. ESI utilizes an inquiry-based teaching model based on the 5Es (Engage, Explore, Explain, Extend, Evaluate). This model, utilized in numerous National Institute of Health teaching modules, “can have a positive impact on mastery of subject matter (content knowledge), scientific reasoning (skill-based knowledge), and interest and attitudes toward science” (Bybee et al., 2006). Engineering Science Inquiry applies the 5E learning cycle to promote student learning through hands-on inquiry, engineering design solutions and explanation of scientific phenomena.

Teachers foster a creative and critical thinking science learning environment and assessment system that inspires students, incorporates science literacy standards, celebrates problem solving, encourages out of the box thinking, engages in reasoning from evidence, and increases student achievement.

Professional Development Topics

Year 1 Focus	Year 2 Focus
Intro to NGSS	Phenomena Question Practice
Conceptual Flow Mapping	Engineering Design
Unit Development Learning Target 3D	Science Literacy and Discourse (Claim Evidence Reasoning)
5E Overview and Assessment	Science Literacy and Discourse

	Techniques for Scaffolds and Extensions
Engage (Phenomena and Engineering Problems)	Embedded Differentiation Through Rigor and Data-Driven Assessment
Multiplicity of Explore	Embedded Differentiation- Techniques for Scaffolds and Extensions
Student Synthesis of Explain	Authentic Continuous Assessment Development Between Units
Rigorous Elaboration (Real Contexts)	Authentic Continuous Assessment Development Between Units

Professional Monthly Learning Cycle

Monthly PD session / monthly PLC

1. Two-hour experiential professional development seminars will be held to learn the Engineering Science Inquiry model
 - a. School leaders will participate in and support each seminar.
 - b. PLC approximately 2 weeks after PD.
2. Teachers will form a Professional Learning Community where they meet to share and analyze student data around their chosen goal from the last session.
 - a. School leaders will participate in and support each seminar.
3. Individual coaching meetings
4. Teacher observation based on teacher focus. Teachers identify a NGSS shift that they will work on for the year. Teachers use rubrics to assess their placement in their chosen focus.
 - a. Coaching debrief will take place around student data from the observation.
5. Trend data from observations will become a “driver” for coaching within the PLC.
6. Each semester instructional classroom rounds with school leaders will take place to observe and analyze science classrooms for NGSS implementation.

Professional Development for Math

How can I support each student in developing his/her mathematical identity?

Big Idea for this Course: Building all students Mathematical Identity: “A social justice commitment to mathematics education highlights mathematics as a dynamic, political, historical, relational, and cultural subject (Gutiérrez, 2013a). Identity and power play central roles in this engagement. Identity as a mathematics learner is dynamic, negotiated, and complex (Martin, 2000). It is constructed from one’s beliefs about themselves, as well as, how one is positioned as a mathematics learner by others...One’s own agency and voice are also vital to identity construction” (NCSM & TODOS, 2016, p. 3).

“Engaging the sociopolitical turn in mathematics education situates mathematics as an analytical tool to understand, critique, and transform the world (Gutstein, 2006). Mathematics can be used to problem-solve and model real-world phenomena, socio political situations, community issues,

and power relationships. Conversely, new mathematics can be learned when facing novel experiences that demand creative quantitative analysis, and culturally based solutions. Thus, facilitating student mathematical proficiencies that transcend textbooks and promote quantitative literacy, civic engagement, as well as individual and collective agency, is a social justice act of mathematics education” (NCSM & TODOS, 2016, p. 3).

Professional Development:

PD will focus on effective approaches in creating learning experiences in mathematics that are active, connected, sensory, emotional, and center on mathematical thinking, problem solving and self-regulation as fundamental to learning mathematics and building students’ mathematical identity. Teachers learn how to teach mathematical thinking through the eight Common Core State Standards for Mathematical Practices within the context of storytelling. Teachers learn how to coach students in developing the mathematical reasoning and procedural skills needed to design creative solutions to complex problems. Teachers learn how to teach students action steps to become self-regulated learners. The focus of the PD will be dedicated to improving mathematical teaching practice, with student evidence analysis as a cornerstone in the development of each teacher's practice.

Professional Development Focused on Literacy

We are engaged in a multi-year partnership with the CA Reading and Literature Project at Loyola Marymount to provide professional learning in content literacy. The mission of the California Reading & Literature Project (“CRLP”) is to provide high quality, standards-based professional development in reading and language instruction to help ensure that every California student in grades PreK-12 achieves the highest standards of academic performance. CRLP supports and sustains continuous improvement, including the implementation of State Boards adopted instructional materials.

CRLP is a collaborative, statewide network of classroom teachers and university scholars that provides quality, standards-based professional development in language and literacy instruction to ensure that every student is academically prepared to finish high school ready for college and career. Scholars and teacher leaders from across the state work collaboratively to develop, implement, and evaluate professional development programs designed to help districts support and sustain continuous improvement in academic literacy and language development for all students. CRLP focuses on student achievement and grounds all professional development activities in student work and outcomes, in order to inform teacher practice and assess teacher leadership. Each year, scholars and teachers from these sites work collaboratively to design, implement, evaluate, and refine professional development programs in an effort to enhance K-12 teacher's content knowledge and instructional strategies in accordance with the California State Board of Education-adopted Common Core State Standards in English-Language Arts and the California English-Language Arts Content Standards. CRLP programs engage educators in concrete tasks of teaching, assessment, peer coaching, inquiry, and reflection.

Program Description:

Content Area Language and Literacy (grades 6-9-12) CA Common Core State Standards require an integrated, interdisciplinary model of literacy that reflects *the reciprocal relationship between the language arts and content knowledge* (CA ELA/ELD Framework, 2014). The end goal is

for students to independently comprehend complex texts across a range of types and disciplines in order to **build strong content knowledge**.

- **CALL** offers middle and high school content teachers practical, research-based instructional routines that help student access and engage with a variety of complex text across content areas
- **CALL** provides teachers instructional routines that make challenging text accessible, relevant, and comprehensible to all students, including English learners
- **CALL** promotes reading independence as students learn to systematically employ the reading comprehension routines implemented and modeled by their teachers

Shifts to Professional Development Due to COVID-19

It is important to note that due to COVID-19 restrictions professional development has shifted to support the following virtual tools:

- ~~Equity and access in distance learning~~
- ~~Developing relationships in a virtual environment~~
- ~~Supporting social emotional learning in a distance environment~~
- ~~Implementing the science and engineering practices in a virtual environment~~
- ~~Apps and protocols for science discourse and assessment~~

During PDs: (synchronous)

- ~~Plan with colleague virtual lesson for 1 day implementation engage/explore~~
- ~~Share critique revise~~

1 week after PD (asynchronous)

- ~~Load up your zoom video & student work of lesson into folder~~
- ~~Watch colleagues zoom video complete observation form~~

During PLC (synchronous)

- ~~Review student learning in video~~
- ~~Analyze student work~~
- ~~Debrief, reflection and recommendations for future lessons~~

Element 2 – Measurable Pupil Outcomes and

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

Governing Law: “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 charter school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the charter 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).)

GOALS, ACTIONS AND MEASURABLE OUTCOMES ALIGNED WITH THE EIGHT STATE PRIORITIES

In accordance with Education Code Section 47606.5, the Charter School shall comply with all elements of the Local Control and Accountability Plan (“LCAP”) pursuant to regulations and a template adopted by the California State Board of Education and reserves the right to establish additional and/or amend school-specific goals and corresponding assessments throughout the duration of the charter. The Charter School shall submit the LCAP to the District and the County Superintendent of Schools annually on or before July 1, as required by Education Code Section 47604.33. The Charter School shall present a report on the annual update to the LCAP and the local control funding formula budget overview for parents on or before February 28 of each year at a regularly scheduled meeting of the Board.

The LCAP and any revisions necessary to implement the LCAP, including outcomes and methods of measurement listed below, shall not be considered a material revision to the charter, and shall be maintained by the Charter School at the school site.

~~RWWNHS~~ WA will pursue the following schoolwide and subgroup outcome goals, based on the state priorities detailed in California Education Code § 52060(d). Student performance and achievement of schoolwide, subgroup and individual student progress will be measured by multiple and varied summative and formative assessments that are aligned to state and federal standards (including the new Common Core) and reflect proficiency measures required by the California Assessment of Student Performance and Progress (CAASPP), as well as state priorities detailed in California Education Code § 52060(d).

The following chart details the school’s goals as of this petition submission, for all pupils (including statistically significant subgroups) pursuant to California Education Code § 52052, for each of the eight (8) state priorities identified in California Education Code § 52060(d), including specific annual actions the school will take to achieve each of the identified annual goals. We note that as required under the California Education Code, ~~RWWNHS~~ WA’s stakeholders engage in a collaborative process each year to update and prepare an annual Local Control and Accountability

Plan (LCAP) with specific annual goals (both schoolwide and, as applicable, for specific statistically significant subgroups) based on the current data as a basis for prioritizing allocation of funds. The following is intended to be illustrative of the goals and actions ~~RWWNHS~~ WA anticipates at this point in time.

Measurable Pupil Outcomes

State Priority #1 Basic Services: The degree to which teachers are appropriately assigned and fully credentialed in the subject areas and for the pupils they are teaching; every pupil has sufficient access to standards aligned instructional materials; and school facilities are maintained in good repair.			
Annual Goals to Achieve State Priority	Actions to Achieve Annual Goals	Measurable Outcomes and Methods of Measurement	Narrative
Goal A All teachers hold a valid CA Teaching Credential as defined by the CA Commission on Teaching Credentialing, and appropriate EL authorization; all teachers will be appropriately assigned	HR will conduct clearance for background and credentials upon hiring; conduct an annual review of credential status, provide supports to new teachers, and offer competitive salary and benefits packages	100% of teachers are properly certified with credential or permits, and appropriately assigned, evidenced through an initial and annual verification as reported by the California Commission on Teacher Credentialing	The school is in partnership with LACOE for Induction to support teachers in clearing credentials
Goal B All students, including statistically significant subgroups (SED, Hispanic/Latino, African American, EL, SWD), will have access to standards aligned (including Common Core) and additional instructional materials as outlined in the charter petition	Implement appropriate Common Core State Standards (CCSS) aligned instructional materials (including digital curriculum), for all grade levels with ongoing review to provide a cohesive curriculum that meets the needs of learners	100% of students have access to standards-aligned materials and technology Conduct an annual review of instructional materials to determine effectiveness and standards alignment 100% of students have access to one to one devices and internet to access digital curriculum	
Goal C The school facilities will be clean and maintained in good repair with daily spot checks, and LACOE Site Inspection Lists with	Secure appropriate facility for school needs, and address any issues in a timely manner	LACOE Facilities Report >90% of items in compliance or good standing	

>90% of items in compliance or good standing			
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State Priority #2
Implementation of academic content and performance standards and English Language Development standards adopted by the state board for all pupils, including SWD and English Learners.

Annual Goals to Achieve State Priority	Actions to Achieve Annual Goals	Measurable Outcomes and Methods of Measurement	Narrative
Goal A Fully implement an academic model through engaging instruction, differentiation, cohesive curriculum for all subjects, and intensive intervention/support, both schoolwide and for each statistically significant subgroup, including English Learners (EL) and Students with Disabilities (SWD)	Develop 6 9-12 curriculum pacing, lesson and unit plans, and interventions (for ELs, SWD, and other subgroups) aligned to CCSS and instructional priorities, including integrated technology and project-based learning activities to facilitate cognitive development for middle grade learners Ensure appropriate instructional materials for Designated ELD Ensure appropriate adaptive learning materials for SWD Teachers participate in ongoing professional learning in content teams, and receive ongoing coaching and support	100% Common Core Implementation for <i>all high school subject areas</i> ; evaluation through multiple assessment measures, classroom observations, and ongoing review of instructional materials	

State Priority #3
Parental involvement and family engagement, including efforts to seek parent input in making decisions for the school, and including how [the school] will promote parental participation in programs for unduplicated pupils and individuals with exceptional needs.

Annual Goals to Achieve State Priority	Actions to Achieve Annual Goals	Measurable Outcomes and Methods of Measurement	Narrative
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<p>Goal A</p> <p>Increase the number of opportunities for gathering parental input</p>	<p>During events and meetings when families are visiting the campus, the school will establish structures that provide more <i>data points</i> regarding parental input to deepen engagement and shared decision-making; Suggestion Boxes in Main Office, Open Door Policy for Principal's Office, one-one meetings with families and school leaders, frequent Needs Assessments, Feedback Sessions included during Town Hall Meetings, ELAC, and Parent Advisory Committee</p> <p>Volunteer forums held to encourage more families to come to campus; include segments of the program to collect feedback relating to the instructional program, climate and culture, student services, and overall satisfaction</p> <p>Parents will continue to receive frequent and clear communications (in English and Spanish) relating to school meetings and events through multiple modes of communication; website, Parent Square notices and newsletters (communication will be sent weekly, at minimum)</p>	<p>Throughout the school year, <u>RWWNHS WA</u> will gather a variety of input from families to total a minimum of 200 instances /pieces of feedback by the end of the school year (June), through in-person meetings with documentation, a variety of surveys, suggestion box; the pieces of input will be collected on a frequent bases and systematically logged into a shared document for school leaders to review and act upon</p>	
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State Priority #4

Pupil achievement, as measured by all of the following, as applicable:

<p><i>A. CAASPP statewide assessment</i></p> <p><i>B. Percentage of pupils who have successfully completed courses that satisfy UC/CSU entrance requirements, or career technical education</i></p> <p><i>C. Percentage of ELs who make progress toward English language proficiency as measured by the ELPAC</i></p> <p><i>D. EL reclassification rates</i></p> <p><i>E. Percentage of pupils that have passed an AP exam with a score of 3 or higher,</i></p> <p><i>F. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness. Other parts of F</i></p>			
Annual Goals to Achieve State Priority	Actions to Achieve Annual Goals	Measurable Outcomes and Methods of Measurement	Narrative
<p>Goal A</p> <p>1) Increase the % of students meeting or exceeding CCSS in English/Language Arts (ELA) based on annual Summative CAASPP performance</p> <p>2) Increase the % of students meeting or exceeding Common Core State Standards in Mathematics based on annual Summative CAASPP performance</p> <p>3) Increase the % of students meeting or exceeding Common Core State Standards in Science based on the annual Summative CA Science Test (CAST) performance</p>	<p>Refine the use of formative assessments (Interim Assessment Blocks (IAB) and Interim Comprehensive Assessments (ICA) to monitor student progress throughout the year, and provide targeted support and intervention as needed</p> <p>Provide ongoing training for staff during the Summer Teachers Conference and weekly professional development blocks, and attendance at outside conferences, to develop content expertise, and embed Integrated ELD strategies and scaffolds for EL, SWD, and students not meeting grade level standards</p> <p>Utilize state and federal funding aimed at improving achievement and supporting learners after the pandemic to hire a Reading Interventionist, Math Consultant/Coach and other key support staff members</p>	<p>1) All <u>6-8th and 11th</u> grade students (school-wide) and statistically significant subgroups will demonstrate progress in ELA through a dashboard indicator of Yellow or better</p> <p>2) All <u>6-8th and 11th</u> grade students (school-wide) and statistically significant subgroups will demonstrate progress in Math through a dashboard indicator of Yellow or better</p> <p>3) 60% of students will meet or exceed standards on Summative CAST (administered to students at the end of the <u>8th grade and the three-year high school course model</u> in grade 11 or 12)</p>	<p>Due to the suspension of the Summative CAASPP due to the pandemic, there is no baseline data at this time. <i>Baseline data will be established by the 2022 Summative CAASPP</i></p> <p><u>2023 indicator for Middle School was orange for ELA and math, 2023 indicator for High School was orange for ELA and math. CAST baseline data is not yet available.</u></p>

	Strengthen Multiple Tiered Systems of Intervention and Supports (MTSIS) to include the improved use of data to address learning gaps, monitor individual and subgroup progress, and provide more targeted intervention and supports		
Goal B A high percentage of graduating seniors, including statistically significant subgroups, will be UC/CSU eligible upon graduation	All staff and students are trained in understanding and utilizing the CCGI program to monitor progress towards UC/CSU requirements; the program is a central component to Promise Time All students are enrolled in UCOP approved A-G courses grades 9-12, (with the exception of SWD that are on a HS Certificate of Completion) College Counselors hold frequent meetings with individual students to monitor A-G completion progress and college planning Parent workshops will be held quarterly to inform families of A-G requirements, and learn how to support their children in meaningful ways	80% of graduating seniors, including statistically significant subgroups, will be UC/CSU eligible upon graduation, with a grade of C- or higher	

<p>Goal C</p> <p>High English Learner Reclassification Rates annually</p>	<p>Designated ELD classes provide ELs with scaffolded instruction to increase language proficiency and build academic language</p> <p>Designated ELD teacher(s) will be trained in the effective implementation of ELD curriculum aligned to ELD Standards and supplemental learning materials</p> <p>Humanities teachers are trained and supported in providing Integrated ELD through the CA Reading and Literacy Project (Loyola Marymount University)</p>	<p>English Learner classification will meet or exceed the average reclassification rate of resident schools</p>	<p>The resident schools average for 2019-20 was 5.49; this average was derived from the six resident schools determined by LACOE CSO</p>
<p>Goal D</p> <p>English Learners will progress</p>	<p>Designated ELD teacher(s) will receive ongoing training and support in implementing the ELD standards and building academic vocabulary</p> <p>Systems to monitor English Learner progress will be further developed to include greater involvement from the Language Acquisition Team (LAT) and use of ELD Passports</p>	<p>75% of English Learners will demonstrate progress by increase at least 1 ELPI level annually</p>	

	Increased support for Long-Term English Learners will be provided through Integrated ELD, teacher training, and more effective intervention to address skill gaps in reading, language and writing		
Goal E High AP Passage Rate	AP teachers will attend annual summer trainings through the College Board The school will establish criteria for students to enroll in AP courses AP Spanish courses are open to native Spanish Speakers, encouraging native speakers to develop strong biliteracy AP Boot Camps are offered after school and on Saturdays throughout the year for all AP subjects offered Increase the number of AP course offerings over time, and the number of students who enroll	60% of Students who graduate from RWWNHS <u>WA</u> will pass 2 or more AP exams with a score of 3 or better	
Goal F Graduating seniors will demonstrate college and career preparedness	Create time dedicated time during the school day for Senior Capstone Project Train all teachers in Project-Based Learning through PBL Works (Buck Institute for Education- Gold Standard PBL Model)	90% of Graduating Seniors will demonstrate College and Career preparedness, through the presentation of a Capstone Project, presented to a public audience, to culminate learning from CTE Pathway (Digital Media Arts and Entertainment) and the Senior Capstone Course	

	<p>Integrate Digital Media Arts and Entertainment into content lesson to incorporate this genre into senior projects</p> <p>Provide CTE through courses, internships, and partnerships to include in the Capstone Projects</p> <p>Students will engage in the Civic Action Project (CAP) through a partnership through the Constitutional Rights Foundation</p>		
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Mid-Year Growth- NWEA MAP Assessment			
Goals	Actions	Measurable Outcomes and Methods of Measurement	Narrative
All statistically significant subgroups will demonstrate mid-year growth between Interim #1 (Fall) and Interim #2 in Math, Reading, Language and Science	<p>Provide robust intervention/tutoring for students whose RIT Scores are Low/Low Average based on MAP Baseline Assessment (August) and Interim #1 (Fall/November)</p> <p>Provide appropriate support for subgroups: RSP Labs, Designated and Integrated ELD, Reading Intervention, Optimal Learning Environments and Culturally Responsive Teaching</p> <p>Provide ongoing training and support for teachers at all effectiveness levels to incorporate data in lesson planning</p> <p>Develop and implement systems to monitor individual and subgroup progress, and evaluate</p>	All statistically significant subgroups, at each grade level (grades 6-12) will demonstrate a Conditional Growth Index Higher than 1 in Math, Reading, Language Usage and Science	<p>The Conditional Growth Index (CGI) compares growth between students, and correlates student's growth with the growth patterns of matching peers within the NWEA norms study (same grade, starting RIT score, and Weeks of Instruction before testing).</p> <p>GGI compares students</p>

	the impact of intervention		fairly, and shows growth equivalent to at least 1 year prorated for the time period
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State Priority #5 <i>Pupil engagement, as measured by all of the following, as applicable:</i> <i>A. School attendance rates</i> <i>B. Chronic absenteeism rates</i> <i>C. Middle school dropout rates</i> <i>D. High school dropout rates</i> <i>E. High school graduation rates</i>			
Annual Goals to Achieve State Priority	Actions to Achieve Annual Goals	Measurable Outcomes and Methods of Measurement	Narrative
Goal A Maintain a high Average Daily Attendance rate (ADA) for all students, including numerically significant subgroups	Monitor daily student attendance through Power School, encourage positive attendance through the comprehensive PBIS program, maintain a robust system for parent/guardian outreach that communicates and reinforces the importance of daily attendance	ADA will average 92% annually, school-wide, and for all statistically significant subgroups	
Goal B Decrease chronic absenteeism for all students, including statistically significant subgroups	Implement systems for early intervention to proactively address the root causes of chronic absenteeism through the School Attendance Review Team (SART) that addresses the social emotional needs of students and families; team members include social worker Extend outreach for African American families to include more personalized communication between families and school staff,	Chronic absenteeism rates will remain below 10% annually, schoolwide and for all significant subgroups	Attendance data from past years indicates that chronic absenteeism is higher among African American Students

	increase family participation at school events, and engage, understand and build initiatives based on student needs, and create support structures that deepen engagement		
Goal C Students will be engaged in the school community at high levels to prevent <u>middle and high school drop outs</u>	Social emotional supports will be provided for students who are academically or social-emotionally at- <u>promise</u> , to include counseling, <i>check-and connect</i> , and parental outreach Early intervention for chronically absent and disengaged learners will proactively address disengagement through SART and MTSIS The attendance team and office staff will track students who leave the school due to family relocation, to make certain that they are enrolled in a new school to the extent possible	<u>Middle and High School Dropout</u> will be below 1% annually	
Goal D High Graduation Rates for seniors	Go For College Team will provide personalized college counseling for all students Early intervention will be implemented to keep freshman and sophomores on-track and avoid at-risk status during junior and senior years; struggling students will receive support and intervention (MTSIS) Promise Time/Advisory will be used to track academic progress towards graduation	98% of 4 or 5 th year seniors will meet all high school graduation requirements, as evidenced by the CA Dashboard	

	<p>Students will have ongoing check-ins with counselors and Advisors to monitor their on-track graduation progress</p> <p>Credit recovery will be offered through APEX during Power <u>Up Hour</u>, after school, and summer school; progress will be monitored and students supported with course completion</p>		
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<p>State Priority #6 School climate, as measured by all of the following, as applicable: A. Pupil suspension rates B. Pupil expulsion rates C. Other local measures, including surveys of pupils, parents and teachers on the sense of safety and school connectedness.</p>			
Annual Goals to Achieve State Priority	Actions to Achieve Annual Goals	Measurable Outcomes and Methods of Measurement	Narrative
<p>Goal A</p> <p>Maintain low suspension and expulsion rates for all students, school-wide and for all statistically significant subgroups</p>	<p>Positive Behavioral Intervention and Support (PBIS) and Social Emotional Learning (SEL) is infused in all aspects of the school to include Other Means of Correction</p> <p>Clear and consistent expectations for student behaviors are established and adhered to by students and staff, and shared with the parent community</p> <p>Continuous training for trauma-informed practice, culturally responsive teaching, new teacher support, and strategies for</p>	<p>Suspension rates will remain below 2% annually, and expulsion rates will remain below 1% annually</p>	<p>Increased support for social-emotional learning (training and resources) will be provided as students and staff transition from <u>independent study</u> distance learning to full-time in-person instruction</p> <p>RWWNHS <u>WA</u> has participated in the LACOE PBIS Cohort and will continue through the Tier 1 strands for the 2021-22 school year</p>

	effective classroom management, is provided for staff		
Goal B <u>RWWNHS WA</u> will maintain a positive school climate and culture, where students and families report high rates of satisfaction and connectedness to the school community	Robust implementation of PBIS systems promote positive behaviors and engage learners at high levels Promise Time/Advisory Curriculum addresses the social-emotional needs of learners and builds connectedness between and among advisors and peers Meaningful family engagement is built through personalized outreach, two-way communication, and workshops tailored to the interests and needs of families	70% of all stakeholders, including staff, students, and families, will indicate high rates of satisfaction and connectedness on the annual School Climate and Culture Survey in the related areas	The School Climate and Culture Survey is administered through Panorama, but another compatible tool may be used to evaluate satisfaction and connectedness for stakeholders

State Priority #7 Course Access: The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (classified as EL, FRPM-eligible, or foster youth; E.C. §42238.02) and students with exceptional needs.			
Annual Goals to Achieve State Priority	Actions to Achieve Annual Goals	Measurable Outcomes and Methods of Measurement	Narrative
Goal A All students, including statistically significant subgroups, will have access to the educational programs as outlined in the charter	Ensure that all learners have access to a well-rounded educational program, enriched through integrated technology, arts integration, project-based learning, civic action, and health and wellness programs, including an emphasis on sports	100% of students will have access to a broad course of study that includes all <u>middle and</u> high school course offerings; Math, ELA, History/Social-Science, Designated ELD, PE/Health, CTE, World Languages (Spanish), offered during the school year, that promote	<i>Developing Academic Achievers, Athletes, and Activists</i> guides our educational approach to equipping learners who are prepared for success in college, career, and life

		academic and social-emotional well-being	
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State Priority #8			
Other Student Outcomes: Pupil outcomes, if available, in the subject areas described above in #7 as applicable.			
Annual Goals to Achieve State Priority	Actions to Achieve Annual Goals	Measurable Outcomes and Methods of Measurement	Narrative
Goal A All Students will demonstrate the formation of life-long habits for physical activity and overall health and well-being based on the CA Physical Education Frameworks and Health Education Frameworks	A comprehensive Physical Education program will be provided for students through the one year requirement offered freshman year, that aligns to CA Physical Education Frameworks The requirements for High School Physical Education will be met, including the number of state approved minutes	100% of students, enrolled in <u>6-8</u> or high school PE, will demonstrate progress in reaching optimal physical fitness and well-being as evidenced through end of unit PE/Health assessments	<u>RWWNHS WA</u> emphasizes overall physical and emotional wellness, and encourages participation in CIF Sports as part of our educational model
Goal B All students will demonstrate growth and progress in History/Social Science (HSS) standards, through rigorous and engaging instruction that utilizes Primary Sources and Document Based Questions (DBQ)	HSS teachers participate in the CA Reading and Literature Project to integrate the ELA/ELD standards in daily lessons HSS teachers will implement a cohesive curriculum and receive training for effective implementation that includes connections to civics and current events, and multicultural perspectives HSS will use primary sources and Document-Based Questions to prepare learners for success at higher levels	80% of students will earn a 3 or 4 Rubric Score (or C or better grade equivalent) that evaluates the standards-aligned DBQ administered at minimum of once per semester	
Goal C All students will demonstrate growth and	A Science consultant will provide monthly content team PD, ongoing coaching, training, and	70% of students will earn a 3 or 4 on a rubric score (or C or better grade	

<p>progress in NGSS Science standards through the three-course high school Integrated Science Model</p>	<p>support the implementation of NGSS standards through inquiry-based learning and laboratory based lessons</p> <p>Science Teachers will be trained in implementing cohesive, NGSS aligned curriculum annually focused on phenomena-based resources</p> <p>Science teachers will engage in a monthly PLC with 6-12 science teachers to engage in lesson study to improve STEM related teaching and learning</p> <p>Students will receive preparation in mastering the NGSS standards measured by CAST through formative assessments administered at intervals throughout the year</p>	<p>equivalent) in an end of unit assessment/ interdisciplinary lab related project, that incorporates inquiry-based activities research, and writing</p>	
<p>Goal D</p> <p>All students <u>in grades 9-12th</u> will demonstrate growth and progress in Career Technical Education (CTE) standards, through passing courses in the Digital Media Arts and Entertainment Pathway</p>	<p>CTE certified teachers are hired, retained, and trained to provide students with robust, standards aligned CTE coursework</p> <p>Career Pathway Connections (sponsored through LA Promise Fund) will support the school with CTE, through community college partnerships for course enrollment and to develop skills and experiences for college and career readiness through dual enrollment and workforce learning</p>	<p>80% of Students will pass CTE courses with a grade of C or better</p>	

	During the summer between junior and senior year, students will participate in The Intern Project (TIP) to attain a summer internship that aligns with CTE goals		
Goal E All students will demonstrate growth and progress in World Language Instruction (Spanish) standards through subsequent Spanish Course Levels designed to build Spanish language proficiency for native and non-native speakers	Spanish teachers will receive training and coaching in methods for effectively teaching Spanish as a second language to non-native speakers Spanish teachers will receive training in the implementation of a standards-aligned, leveled curriculum to address the needs of Spanish Language learners at various levels Due to the shortage of credentialed Spanish teachers, the school will extend outreach to colleges and universities, and recruit paraprofessionals for Teacher Residency programs to create a pipeline of Spanish teachers to fill the need Native Spanish speakers will engage in lessons and activities during classes that promote and celebrate biliteracy for native Spanish speakers	80% of Students will pass World Language courses with a grade of C or better	
Goal F All students in grades 6-8th will be provided with Career Technical Education (CTE) with a focus on Digital Media Arts	<u>Selected ELA and Math teachers will participate in the <i>Media Arts Matter</i> training, to integrate the Media Arts standards into core content learning</u> <u>Professional learning will be provided for all</u>	90% of students, will earn a rubric score of 3-4 (or grade equivalent of C or better) in an end of unit interdisciplinary project that incorporates core academic content learning, CTE skills and	

	<u>teachers to integrate Digital Media Arts standards into content learning through interdisciplinary Project-Based Learning</u> <u>Career Pathway Connections (sponsored through LA Promise Fund) will support the school with CTE geared to middle grade learners, to develop skills and experiences for college and career readiness</u>	<u>knowledge, and Digital Media Arts Standards</u>	
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STATE ASSESSMENTS

To ensure that all statewide performance standards are met and to ensure continual evidence of student learning, RWWNHS WA shall conduct all required statewide testing pursuant to Education Code §47605(d). Various assessments are used to measure student achievement and progress, help in the design of programs, validate and improve teaching methods, and provide metrics for programmatic audits reported to LACOE and the California Department of Education. All students participate in state mandated assessments including the CAASPP (6-8th and 11th grades), CA Science Test (8th and 11th or 12th grades), ELPAC (ELs), and the Physical Fitness Test (FitnessGram, 7th and 9th grade). Students who are eligible for the California Alternative Assessments (“CAAs”), as determined by the IEP team, take the CAAs in ELA, mathematics, and science. English Learners who meet the applicable criteria take the California Spanish Assessment.

INTERNAL ASSESSMENT TOOLS

Our faculty collaborates to ensure our internal summative assessments are properly aligned with the CAASPP and serve as a meaningful predictor of success on the CAASPP. Due to the alignment of RWWNHS WA core curriculum with State Standards, progress relative to these State Standards can also be measured in terms of in-class student performance:

- Baseline assessments: RWWNHS WA uses common assessments derived from State Standards to assess literacy and mathematics skills for each student at the beginning of every academic year. We currently use the NWEA Map Assessment and a Lexile Level Assessment through Achieve 3000. Baseline measurements of language arts and mathematics are taken at the beginning of the school year to determine progress towards mastery of the State Standards. Diagnostic assessments are used to inform teacher planning and flexible grouping and to identify students for early intervention, for students who are performing below grade level as well as enrichment activities for students who are performing above grade level. Students growth is measured between interim assessments.
- Formative assessments: During the school year, RWWNHS WA conducts ongoing formative assessments of student progress using a variety of measures. These assessments help teachers regularly adjust instruction according to students’ progress and ensure that

instruction is differentiated to meet each individual student's needs. Teachers use end of unit assessments that are teacher created or included in curricular programs. These include performance tasks, and projects aligned with coursework to measure students' proficiency with course content and grade-level standards. These tools provide teachers with a snapshot of each student's mastery of State Standards at regular intervals, and the results are used to refine instruction to meet students' needs.

- Summative assessments: In addition to the CAST/CAASPP, these assessments include teacher created or end of unit assessments from our adopted curriculum program, and/or State Standards-aligned benchmark assessments in required core courses. They may also include portfolios to showcase student writing and culminating projects. ~~RWWNHS~~ WA teachers compare beginning and end of the year assessments to show student growth over time with respect to the student outcomes. Culminating performance assessments may be used as benchmarks and summative assessments to determine proficiency levels according to pre-established criteria.

MEASURES OF ACADEMIC PROGRESS (MAP)

In order to provide a personalized education experience and to understand better when students have achieved specific competencies and are ready to advance, and where they need help, we use the NWEA's MAP assessment. It is a fully adaptive assessment tool that produces a measure of student growth and achievement. This information is used to personalize learning plans, create targeted instructional groupings, as needed, and be a consideration in determining placement. Focused on growth, this assessment is administered at various intervals (fall/winter and spring), providing an opportunity to track growth throughout the year.

PROGRESS REPORTS/GRADING

~~RWWNHS~~ WA fulfills the commitment to share ongoing progress with students and families through progress reports sent every five-weeks. Teachers conduct parent conferences at the ten week reporting period to discuss their child's progress ~~with individual of grade level teams~~. All teachers are trained in methods for Standards-Referenced Grading, during Summer Teachers Conference and ongoing professional development sessions during the year. Student achievement is evaluated against State Standards and the Charter School's stated outcomes and reflects student progress on a continuum toward mastery of the concepts and skills at each grade level.

USE AND REPORTING OF DATA

~~RWWNHS~~ WA uses a variety of assessment tools to provide a comprehensive picture of student growth and progress. The methods and procedures described above provide multiple measures of student work to provide a full picture of student achievement. To the greatest extent possible, assessments are closely connected to learning outcomes and instructional methods used in the classroom, so that they are a better reflection of student understanding and so that they are most useful in informing instruction.

COLLECTING, ANALYZING, AND UTILIZING DATA

~~RWWNHS~~ WA has developed systems to analyze and act upon student data. In content and grade level teams, teachers use disaggregated data for student subgroups and develop intervention plans.

RWWNHS WA staff use all elements of the assessment system in an ongoing process to examine student performance and revise instructional practices to address student needs. Assessment findings are used to foster continuous improvement of the educational program. Staff continuously examine and adjust instructional practices to meet the changing needs of the Charter School's student populations. Teachers are trained in using formal and informal assessment data to inform instruction throughout the year. Teachers routinely engage in data analysis, instructional planning, and teacher collaboration, usually in grade level teams. On an annual and ongoing basis, they use assessment data to identify gaps in each student's learning and plan for how they will be addressed. Learning goals for individual students are both standards-based and relative to the Charter School's student performance targets. Plans to assist students in meeting grade level standards are monitored and modified according to assessment data. RWWNHS WA also analyzes assessment data for trends, significant changes, seeming conflicts, and anomalies to track individual student growth over time, evaluate specific, aggregated, and disaggregated groups of students, measure performance on the state tests, CAASPP assessments and school-based growth data and authentic assessments to assess the whole school from year to year. Data analysis includes attendance rates and comparative data as appropriate.

COMMUNICATION OF STUDENT ACHIEVEMENT DATA

Parents, guardians, and other RWWNHS WA stakeholders are informed on a regular basis of student progress toward achieving the State Standards. Annually, the Charter School publishes a School Accountability Report Card ("SARC") that is posted on the Charter School's website and made available in the school lobby. The communication of student achievement data occurs formally throughout the year in the following manner:

- Teachers proactively communicate with families to inform families of students who struggle academically
- Five-Week Progress reports: Formal progress reports are sent home by the school each quarter, indicating current grades and progress updates.
- Conferences: Parents are involved in teacher conferences at the midpoint of each semester. These conferences are designed for the school to provide feedback to parents about the progress of their children, and to offer suggestions for how parents can meaningfully support students with their learning at home.
- Board updates: The School Committee is updated during frequent meetings by the Director of Schools, and principals. This provided transparency for board members, and the public at large relating to our progress.

ELEMENT 4. Governance Structure

Governing Law: 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 Section 47605 (c)(5)(D).

Non-Profit Public Benefit Corporation

~~Russell Westbrook Why Not? High School~~ Westbrook Academy is a directly funded independent charter school and is operated by LA Promise Fund, a nonprofit public benefit corporation.

The Charter School will operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as may be negotiated between the District and the Charter School. Pursuant to Education Code Section 47604(d), the District shall not be liable for the debts and obligations of the Charter School, operated by a California non-profit public benefit corporation, or for claims arising from the performance of acts, errors, or omissions by the Charter School, as long as the District has complied with all oversight responsibilities required by law.

As a nonprofit public benefit corporation, LA Promise Fund, and thereby ~~RWWNHS~~ WA, will be governed by a corporate Board of Directors (“Board” or “Board of Directors”) in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter. Ultimate responsibility for the governance of ~~Russell Westbrook Why Not? High School~~ Westbrook Academy will rest with LA Promise Fund’s Board of Directors.

~~RWWNHS~~ WA shall ensure that, at all times throughout the term of the Charter, the bylaws of LA Promise Fund and its Board are and remain consistent with the provisions of this Charter. In the event that LA Promise Fund amends the bylaws, the Charter School shall provide a copy of the amended bylaws to CSO within 30 days of adoption.

~~RWWNHS~~ WA will comply with the Brown Act and Education Code Section 47604.1(c). Members of ~~RWWNHS~~ WA’s board, any administrators, managers or employees, and any other committees of the Charter School shall comply with applicable federal and state laws.

Articles of Incorporation and Bylaws of the corporation, can be found in the appendices to the charter.

LA Promise Fund Board of Directors

Potential members of the LA Promise Fund Board of Directors are typically nominated by an existing board member. In order to be appointed, the nominee’s professional background, community involvement, and commitment to the LA Promise Fund mission is assessed by the Board.

LACBOE reserves the right to appoint a single representative to the charter school board pursuant to Education Code section 47604(c).

The Board of Directors is responsible for major strategic and policy decisions related to the Charter School and for ensuring ~~Russell Westbrook Why Not? High School~~ Westbrook

Academy's financial sustainability. The Board will also help ensure effective organizational planning by approving long-range goals and annual objectives, monitoring the general policies such as health and safety, use and maintenance of facilities, financial condition and fundraising, and overseeing that school resources are managed effectively. To assure that these goals are carried out, the Board will delegate to its School Committee, to consist of at least three (3) members of the Board (appointed to the School Committee in accordance with the LA Promise Fund bylaws), all relevant powers and authority to manage and oversee Charter School operations and activities, including without limitation, as to financial and accounting matters, academic standards, legal requirements, insurance and general compliance with charter school petition requirements. Some examples of the School Committee involvement in ensuring the successful operation of the Charter School include:

- Approving the Charter School's fiscal policies and procedures and delegates administration of the policies and procedures to the CEO
- Approving the Charter School's annual financial audit
- Reviewing and approving the Charter School's annual budget
- Reviewing annual and monthly financial statements.
- Approving the opening and closing of bank accounts and the list of authorized signers
- Approving all third-party loans and the opening of business credit cards.
- Approving inter-school borrowing
- Commissioning the annual financial audit by an independent third party auditor
- Participating in suspension and expulsion decisions as outlined in the Suspension and Expulsion Policy and Procedures
- Participating in employees' Due Process when a grievance has been filed.
- Approving the LCAP

The Board and its School Committee expect that the goals specified here will be accomplished primarily through a Chief Executive Officer who would be appointed and reviewed by the Board.

All management powers not specifically designated to the Board and/or the School Committee are delegated to the Chief Executive Officer, who will answer directly to the Board. The Los Angeles County Board of Education representative appointed to the Board, if any, will facilitate communications and mutual understanding between ~~Russell Westbrook Why Not? High School~~ Westbrook Academy and LACOE.

The Board meets at minimum once every quarter. The School Committee will meet as often as necessary, but more frequently than once per calendar quarter and in accordance with Education Code Section 47604.1(c).

In accordance with Education Code Section 47604.1(f), any meetings of the LA Promise Fund Board and of the School Committee to discuss items related to the operation of the charter schools operated by LA Promise Fund shall not include the discussion of any item regarding an activity of the LA Promise Fund Board and the School Committee that is unrelated to the operation of the charter schools. Further, consistent with Education Code Section 47604.1(e), the LA Promise Fund Board and the School Committee shall comply with the Brown Act, the Public Records Act, and the Political Reform Act to the extent the LA Promise Fund Board and the

School Committee engages in activities that are related to the charter schools operated by LA Promise Fund; such requirements shall not apply with regard to any activities unrelated to charter schools operated by LA Promise Fund. LA Promise Fund shall also comply with Government Code Section 1090, *et seq.*, as set forth in Education Code Section 47604.1.

Upon receipt of a petition for student representation that meets the requirements of Education Code Section 47604.2(b)(2), the Board of Directors School Committee shall order the inclusion within its membership, in addition to the number of members otherwise prescribed, of at least one student member. A student member of the School Committee shall have preferential voting rights as defined in Education Code Section 47604.2(b)(4).

Beginning January 1, 2025, Board members shall comply with ethics training requirements as specified in AB 2158 (2022).

The LA Promise Fund Board shall be comprised of no less than seven (7) nor more than thirty (30) directors. The School Committee currently consists of 5 board members.

The current members of the School Committee are:

~~Andrea Foggy Paxton, Senior Director, Broad Center~~

~~Andrea Foggy Paxton supports career development of senior leaders in the Broad Center network. Andrea previously was executive vice president at Reasoning Mind, a nonprofit organization dedicated to providing first-rate math instruction for all students. She also has developed and managed innovative professional development, high-school transformation, college completion and personalized learning grants for the Bill & Melinda Gates Foundation. Earlier in her career, she served in roles with Annie E. Casey Foundation, Tavis Smiley Foundation, L.A. Youth at Work, Rock the Vote and Freedom Schools. Andrea has a bachelor's degree in political science from the University of California at Berkeley and a master's degree in public administration from Baruch College in New York.~~

~~Robin Kurtzman, Independent College Counselor/Volunteer~~

~~Robin Kurtzman graduated from UCLA in 1983 with a Bachelor's Degree in Mass Communications. She has 3 grown daughters who are 30, 27, and 22 and who all attended Oakwood School in North Hollywood. For the 20 years that her daughters attended Oakwood, Robin was involved in a variety of school activities like serving as a member of the Board of Trustees and its Development Committee, as well as serving as the volunteer President of the Parent Organization.~~

~~Once her eldest daughter began college, Robin went back to school through UCLA extension to obtain her credential in college counseling. She finished the program 10 years ago and worked for several years as an independent college counselor. A friend introduced Robin to LA Promise Fund, who began volunteering at West Adams Preparatory High School. Robin has worked there for the last 3 years, and now has a firm grasp of the students, school and how she best can support student college going. For example, this year Robin and Jamila has introduced a program for the most dedicated students educating them on the benefits of private schools and having them work on their Common Application earlier than in prior years with the hope that West Adams Prep High School will have more students applying to private institutions. Robin has~~

~~also volunteered with College Match and the Posse Foundation and has helped to bring both of these organizations on to the West Adams Prep campus.~~

Elizabeth Mann, Partner, Mayer Brown

Elizabeth Mann is a partner in Mayer Brown's Los Angeles office. She has extensive experience litigating cases in several areas including entertainment, defamation, health care, antitrust, real estate, investment finance, environmental, regulatory and class actions. Ms. Mann has handled cases involving motion picture finance and screen credit issues, biologic marketing strategies, financial advisory services, fiduciary duty claims involving banks and trusts, government investigations, long-distance telephone services, toxic torts and RICO claims.

Ms. Mann's major clients include Amgen, American Specialty Health, Diageo North America, EON A.G., Extended Stay America, and Santa Fe Christian Schools.

Ms. Mann has had a long term commitment to serving Los Angeles' underprivileged children. Ms. Mann serves on the Board of Directors for LA Promise Fund. She spearheaded major litigation that established fair housing rights for low income families. She aided a number of Hurricane Katrina refugees who were transferred to Los Angeles in obtaining housing, health and education services. She is also very active in the Los Angeles legal community, serving as the Chair-Elect of the Executive Committee of the Litigation Section of the Los Angeles County Bar Association.

She received an undergraduate degree from Pomona College and a JD from the University of California - Los Angeles School of Law.

Stephen Prough, Founder, Salem Partners and Salem Partners Wealth Management

Mr. Prough is a Founder of Salem Partners and Salem Partners Wealth Management. In addition to his management responsibilities for Salem Partners' two main businesses, Mr. Prough oversees the firm's media and entertainment investment banking practice, focusing primarily on mergers and acquisitions advisory services. Mr. Prough serves on the investment committees of Salem Partners Wealth Management and SW Contego, a fund of hedge funds established by Salem Partners Wealth Management in 2008. Prior to founding Salem Partners, Mr. Prough was a Vice President in the Media and Communications Investment Banking Group of Furman Selz. Mr. Prough is a graduate of Harvard College, where he majored in Government and was a Harvard Scholar. Mr. Prough serves as the Co-Chair of the LA Promise Fund Board of Directors. Mr. Prough is also on the Professional Advisory Counsel of the Motion Picture and Television Fund.

Jaime Uzeta, President, Public Allies-Strategy & Innovation Consultant

Jaime Ernesto Uzeta served as the VP of Innovation and Partnerships at BUILD, where he oversaw the organization's transformational impact efforts. His unique background blends education design, media, technology, and public service. Prior to BUILD, Uzeta was a portfolio director at IDEO, the design, and innovation firm, where he helped address a variety of systemic challenges in education. Previously, he headed up growth strategy and development for GreatSchools, a digital media group that empowers parents to unlock educational opportunities for their children. In the media space, Uzeta built Participant Media's digital and TV social action teams, which informed and mobilized audiences around critical social issues. He played a

similar role for MTV, where he co-developed the Choose or Lose and Fight for Your Rights initiatives.

Uzeta's other experience includes a variety of strategy and marketing roles for some of the world's most recognized brands – including clients such as CNN and the Bill & Melinda Gates Foundation – as well as political positions at the White House and the Departments of Treasury and Commerce. A former term member of the Council on Foreign Relations, Uzeta currently serves on the national board of Public Allies, a civic service apprenticeship program. He graduated with honors from the University of Houston with a BA in political science and earned his MBA from Columbia University.

Jaime Ernesto Uzeta became CEO of Public Allies after serving on the organization's national board of directors.

Jaime has more than 20 years of experience working across sectors and empowering young people through media, technology, education, and public service. Most recently, Jaime was Vice President of Innovation and Partnerships at BUILD, a national nonprofit that uses entrepreneurship to teach Innovation Era skills to underserved students. His other roles in education have included heading up growth strategy and development for GreatSchools, the digital media group that helps parents unlock education opportunities for their children, and serving as portfolio director for the design firm IDEO.

In the media space, Jaime built Participant Media's digital and TV social action teams, which informed and mobilized audiences around critical social issues. He played a similar role for MTV, where he co-developed the Emmy Award-winning Choose or Lose and Fight for Your Rights initiatives.

Beyond the media and education domains, Jaime's experience includes political appointments within the White House and the Departments of Treasury and Commerce and various strategy and marketing roles for clients such as CNN and the Bill & Melinda Gates Foundation. He started his career as a field organizer at Rock the Vote.

Jaime currently serves on the Board of the LA Promise Fund. He graduated with honors from the University of Houston with a BA in political science and earned his MBA from Columbia University.

Donnell Beverly, President, Russell Westbrook Enterprises

Donnell Beverly Jr. is the President at Russell Westbrook Enterprises where he leads the enterprise's business management, real estate, and investment of liquid assets. The Russell Westbrook Enterprise portfolio includes investments in health, fitness, fashion, social media, automobile sales, and more. Prior to his work with Russell Westbrook Enterprises he specialized in the intersection of sports, business management, and real estate.

Donnell also serves on the board of The Why Not? Foundation, the private foundation of Russell and Nina Westbrook.

Donnell was born and raised in South LA and attended Leuzinger High School in Lawndale, CA. He went on to captain the UConn basketball team that won a national championship in 2011.

Fernando Fernandez, Professor and Escalante Program Director, East Los Angeles College

Fernando Fernandez, tenured mathematics professor and Escalante program director for East Los Angeles College. The Escalante Math Program provides students with a challenging academic environment in which to practice and master complex mathematical theory and applications. The program is an integrated sequence of intermediate and advanced mathematics coursework. Each summer the program offers free classes ranging from Pre-Algebra to Pre-Calculus. Escalante classes fall within the purview of the mathematics departments and are designed to augment and integrate with the middle and high school's own curriculum.

Fernando was born in Zacatecas, Mexico, migrated to East Los Angeles at the age of five where he attended Woodrow Wilson High School, earned his Bachelors in Mathematics from Cal Poly Pomona and completed his Masters in Applied Mathematics from California State University, Los Angeles.

LA Promise Fund Governance Structure

Business and Operations Management

LA Promise Fund's management team will be responsible for the material policy setting and decisions including the following: general policies of the Charter School; recommending and monitoring the Charter School's annual budget; ensuring operation of the Charter School in accordance with the charter and the law; and hiring the Charter School's principal. The LA Promise Fund management team will meet on a regular basis to focus on key issues dealing with RWWNHS WA.

Some of the business and operational processes of RWWNHS WA may also be outsourced to a 501(c)(3) tax-exempt, California Nonprofit Public-Benefit Corporation or other provider (on arm's length terms) that provides business and operations services. This enables school site staff to focus on instructional and curricular issues, while also allowing the LA Promise Fund management team to focus on strategic issues. The business services provided to RWWNHS WA may include assistance in fiscal planning, vendor management, accounts payable & receivables; providing attendance tracking systems; supporting completion and submission of compliance reports; monitoring adherence to applicable laws; and serving as a liaison with the County. The contracted organization will employ generally accepted accounting principles.

School Principal

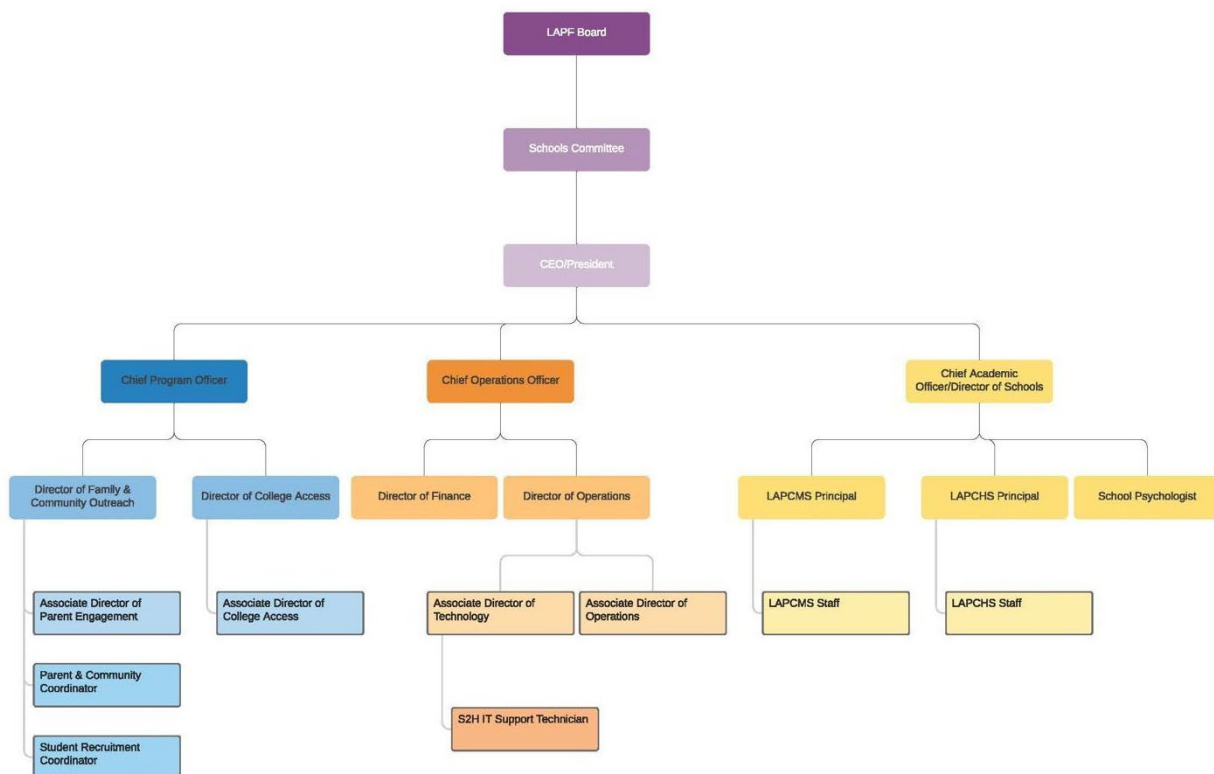
The Principal is responsible for the daily administrative operation of the school and is accountable first to LA Promise Fund's CEO and ultimately to the LA Promise Fund Board. Additionally, a School Site Council (SSC)/Parent Advisory Committee (PAC) composed of a majority of parents of pupils and will include parents/guardians of ELs, low-income and Foster Youth will be established in order to provide suggestions and recommendations to the site Principal and/or to the LA Promise Fund Board on issues including, but not limited to, budgeting, curriculum, school policies, school/community participation, and the general direction of RWWNHS WA.

Parent Advisory Committee

LA Promise Fund is proud of its track record with parent engagement. Its successful Promise Parent College program has allowed LA Promise Fund to build strong ties with the parents of the youth it serves. This same rigor to parent engagement will be applied with establishing our Parent Advisory Committee. Parents will be seen as thought partners in ensuring the success of RWWNHS WA. The Parent Advisory Committee (PAC) to be comprised in accordance to Ed Code 52063(a) and 52062 (a), will serve as a medium for stakeholders to engage the Principal, staff and other parents.

The PAC will review and approve the school's single plan for student achievement (if applicable), monitor its implementation throughout the year recommend it to the Board for approval, and in addition, provide numerous opportunities for students and parents to contribute to the school's operations and growth. Also, the SSC/PAC may provide input on: LCAP, curricula and instructional strategies, staff professional development, the school budget, and parent involvement. The SSC/PAC will meet regularly during the academic year. Ultimately, the goal is to ensure that there is two way communication between the school, parents and management.

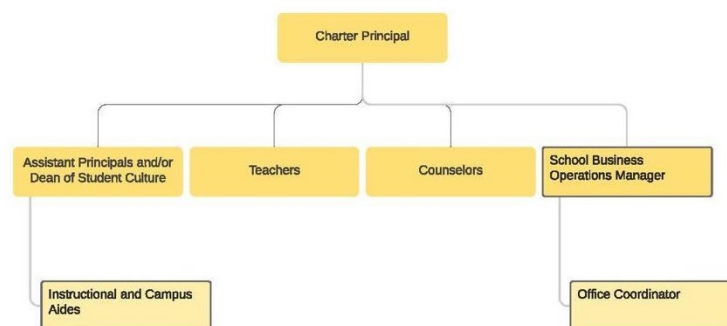
Below is a diagram of the LA Promise Fund Governance Structure:



The above chart provides an overview of the day to day supervisory roles for the team. Nonetheless, the CEO – as the highest ranking officer – is ultimately responsible for overall guidance, managerial decisions and acting as the main point of contact between board members

and the organization. Another key component to the success of the organization is the ~~management- school support~~ team comprised of the Chief Academic Officer and/or Director of Schools or Chief of Schools, the Chief Operations Officer, ~~the Director of Operations, the Associate Director of Operations, the Associate Director of Technology, the School 2 Home IT Support Technician, the Director of Technology, the Director of School Operations, the Sr. Director of People and Operations, the People and Operations Manager, the Director of Finance, the Chief Program Officer, the Sr. Director of Parent and Community Outreach, the Director of Community Schools, the Associate Director of Parent Engagement, the Parent & Community Coordinator, the Student Recruitment Coordinators, the Sr. Director of Advancement, Strategy, and Analytics, the Sr. Director of Communications, and the Communications Manager. the Director of College Access, and the Associate Director of College Access.~~

Below is a diagram of the LA Promise Fund Charter School Organizational Chart:



Although the above Charter School organizational chart represents a fully staffed school, a Principal may reorganize his or her staff and reporting structures as needed due to staffing levels, skill sets and or financial resources in order to ensure the maximum success of the Charter School.

Parental Involvement in Governance

Our Charter School's goal is to create the strongest possible partnership between the Charter School to home connection in order to increase each student's academic achievement and success. Parents/caregivers are our most important partners as students begin their academic journey at the Charter School. We strongly believe that students will find greater levels of academic success when the home and school share similar values about learning, develop a positive relationship and work together to build a strong partnership.

To ensure the development of authentic and productive relationships with parents/caregivers, the Charter School offers a variety of opportunities for involvement in the students' academic journey.

Engagement opportunities are offered throughout the academic year, providing all stakeholders the opportunity to learn and engage in high-quality family services and workshops offered by dedicated staff on campus and the LA Promise Fund network. The events are carefully planned to be informative and interactive, and are held during the week (morning and evening times) as

well as on the weekends (as a result of our annual parent climate survey). Language translation is available during all events and available upon request for parent/caregiver's school-based needs. The Charter School believes it is important to address the needs of the whole child and provides the following family wellness support services at least once during each semester:

Family Services include:

- Academic and family counseling services (in-house/referral)
- Weekly food pantry distribution
- Community resource outreach and referrals
 - Wellnest
 - El Nido
 - AltaMed

Parents may also serve on the Parent Advisory Committee and English Language Advisory Committee to provide feedback on the LCAP, EL Master Plan, and other areas of the school as applicable.

Volunteer Program

RWWNHS WA 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 RWWNHS WA.

Any person interested in participating in the Charter School's volunteer program must complete a volunteer application, which is reviewed by a Charter School administrator or their designee. All volunteers must:

- Complete and sign a volunteer application
- Megan's Law clearance
- Tuberculosis test clearance (no more than two years old)
- Live Scan Fingerprinting required
 - Volunteer applicants need to be fingerprinted only once during their volunteer service. RWWNHS WA adheres to the California State statutes pertaining to supervised volunteerism in public schools. Fingerprinting clearance by the FBI and the DOJ is required for the following persons:
 - Persons providing direct instruction to students regardless of the number of hours engaged in such activity, even if supervised by a certificated employee
 - Persons volunteering in any school for more than 16 hours per week, regardless of supervision
 - Persons volunteering for less than 16 hours per week under general supervision and whose duties require significant contact with students, as determined by the school principal, including the following:
 - Playground assistants
 - Lunch supervision assistants

- Safety Valet program assistants

No person may provide volunteer service until all necessary clearances are verified by the Charter School principal and the volunteer has submitted a signed copy of the application and volunteer commitment form.

Parent Workshops

Throughout the year, the Charter School will offer a variety of educational opportunities solely for the academic empowerment of parents/caregivers. Such opportunities may include classes on parenting, health/wellness, parent to student dialogue (open communication) and academic family nights (math/science and/or literacy).

Promise Parent College, a comprehensive workshop series composed of various topics is offered throughout the school year to empower, enhance and support the parent/guardian's understanding of the educational system and school dynamics.

Course offerings include:

- The Importance of Parent Involvement
- Adolescent Development
- Socio-emotional Wellbeing
- Elementary-University transitions
- Internet Safety
- Academic Standards and Tests (e.g., CCSS/SBAC, NGSS/CAST, ELPAC)
- The Importance of Literacy
- School dynamics
- Road to College (four systems of high education and financial aid)

Parent School Climate Survey

The School Climate Survey is administered in the spring of each year. Participants provide valuable information to stakeholders about ~~RWWNHS~~ WA's instructional program, school culture, the school-to-home connection and provide a depiction of the school's environment. Survey responses are used to inform the School Committee and Charter School administration and staff of school highlights and areas of improvement as we follow our continuous empowerment plan.

ELEMENT 5. Employee Qualifications

Governing Law: The qualifications to be met by individuals to be employed by the charter school. Ed. Code Section 47605 (c)(5)(E).

Equal Employment Opportunity

~~Russell Westbrook Why Not? High School~~ Westbrook Academy acknowledges and agrees that all persons are entitled to equal employment opportunity. The Charter School shall not discriminate against applicants or employees on the basis of the characteristics listed in Education Code Section 220, and any other protected characteristics under all applicable state and federal laws and regulations.

Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the Charter School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result.

Personnel

~~RWWNHS~~ WA will maintain a professional staff that share in the educational philosophy of the Charter School and are committed to the education of all children. Regardless of their role in the Charter School, every person hired by ~~RWWNHS~~ WA will actively help to promote the mission, instructional program and the organizational core values.

Teacher Qualifications

In accordance with Education Code Sections 47605(l) and 47605.4(a), the Charter School shall ensure that teachers in the Charter School hold the Commission on Teacher Credentialing certificate, permit, or other document required for the teacher's certificated assignment. The Charter School may use local assignment options authorized in statute and regulations for the purpose of legally assigning certificated teachers, in the same manner as a governing board of a school district. Teachers employed by charter schools during the 2019–20 school year shall have until July 1, 2025, to obtain the certificate required for the teacher's certificated assignment. Copies of the necessary credential documents shall be maintained on file at the headquarters and shall be subject to periodic inspection by the County.

Administrative Position Qualifications

All administrative positions at the Charter School are required to have the requisite educational degree(s), applicable credential(s), and/or experience as outlined in each respective position's qualifications and requirements. (See below for a detailed description of qualifications.)

Instructional Support Position Qualifications

All instructional support positions at the Charter School are required to have the requisite educational degree(s), applicable credential(s), if any, and/or experience as outlined in each respective position's qualifications and requirements. (See below for a detailed description of qualifications.)

Non-Instructional Support Position Qualifications

All non-instructional support positions at the Charter School are required to have the requisite educational degree(s) and/or experience as outlined in each respective position's qualifications and requirements. (See below for a detailed description of qualifications.)

Hiring/Selection Process

The key positions at ~~RWWNHS~~ WA include but are not limited to, the principal, teachers, office personnel, certificated and non-certificated staff. ~~RWWNHS~~ WA and/or LA Promise Fund will recruit through announcing openings and encouraging candidates at various locations, such as:

- Handshake website/University job sites (e.g., USC, LMU, Cal States, etc.)
- Edjoin website
- University recruitment fairs
- LA Promise Fund/~~RWWNHS~~ WA Website
- Word of mouth/inter office emails

Individuals that wish to apply for a position will be required to submit a resume and cover letter. ~~RWWNHS~~ WA and/or LA Promise Fund will review all submissions and determine which candidates are best suited for open positions at the Charter School based on their qualifications. Candidates that are selected will go through an extensive interview process which may include, phone interviews, panel interviews, lesson/unit design, demonstration lessons, situational interviews and data analysis action plans. ~~RWWNHS~~ WA and/or LA Promise Fund staff will conduct interviews with the candidates and notify each person of their status once a decision is made. Candidates that are offered employment will receive a written notice from ~~RWWNHS~~ WA and/or LA Promise Fund. Compensation will be competitive and comparable to other school districts.

The Principal will be involved in the recruitment and selection of not only the credentialed staff but also the classified personnel.

All employees must furnish or be able to provide:

- Medical clearance that demonstrates proof of a tuberculosis ("TB") risk assessment (or examination, if necessary)
- Fingerprinting and LiveScan from the Department of Justice for criminal record check.
- Documents establishing legal status
- Annually complete mandated reporting training on child abuse awareness and sexual harassment prevention

Employees' job descriptions and work schedules will be reviewed and modified as necessary to meet the needs of the Charter School and its students.

Employee Qualifications for Key Employees and Minimal Responsibilities

ROLE: Principal
MINIMAL RESPONSIBILITIES: <ul style="list-style-type: none">● Execute the mission and vision for RWWNHS <u>WA</u>

- Execute all aspects of instructional leadership and school management
- Lead teachers in effective standards-based lesson planning, assessment, and grading
- Communicate effectively with all stakeholders through oral and written communication
- Recruit future students through engagement with current and prospective families
- Promote a positive school culture through implementation of PBIS and SEL initiatives
- Manage school budget and resources to impact student learning
- Define clear roles for school team to include performance expectations
- Increase academic achievement for all student groups through targeted intervention
- Coach teachers to improve pedagogy and produce robust and engaging lessons
- Recruit, retain, and support talented teachers and team members
- Lead teachers in data analysis and action planning
- Implement a plan to eliminate chronic absenteeism and monitor daily student attendance
- Systematize progress monitoring of student growth
- Develop and support initiatives for English Learners and recent immigrants
- Evaluate multiple data sources to determine program effectiveness and impact on student learning
- Collaborate with WA LAPCMS instructional leaders to execute the LAPF high-performing schools' model
- Design and lead professional learning for teachers
- Collaborate with content leads to increase teacher competencies
- Lead the planning and administration of internal/interim and state-wide assessments
- Confer with the special education team and SELPA to monitor compliance and services
- Provide meaningful family engagement and programming
- Support the implementation of Digital Media Arts Integration and Project-Based Learning
- Lead site efforts to implement a hybrid learning model for school re-opening post COVID, or continue the asynchronous independent study ~~distance learning~~ policies as needed
- Other duties as assigned
-

MINIMUM QUALIFICATIONS:

- Minimum of ten years of successful full-time public school certificated service
- Minimum of five years of experience as a teacher in a K-12 public school program
- Minimum of three years of experience at a high school in a large urban city as a teacher, instructional coach, or school leader
- Required three years of service in an administrative or supervisory position utilizing an administrative credential, such as assistant principal or equivalent position
- Required valid California teaching credential requiring a Bachelor's degree and a program of professional preparation, including student teaching
- Required BCLAD/CLAD Certification
- Required valid California Administrative Services Credential
- Required Master's degree from an accredited college or university (or currently enrolled in one)
- Highly desired: strong track record with high Special Education and English Learner populations
- Preferred experience with start-up schools and charter networks
- Candidates must be CPR and First-Aid certified or willing to be certified during first month of employment
- Must clear a LiveScan criminal background check
- Must clear a TB Risk Assessment
- Must complete Mandated Reporter training

MINIMAL PERFORMANCE MEASURES:

- Ability to achieve educational outcomes as prescribed by the management team and/or Board
- Ability to complete minimal responsibilities as outlined in this description.
- Ability to manage fiscal responsibilities in accordance to set budget

WHO EVALUATES & HOW OFTEN:

- Chief Academic Officer or Designee
- Twice a year

ROLE: Assistant Principal**MINIMAL RESPONSIBILITIES:**

- Collaborate with the Principal in establishing the Charter School's mission and provides instructional leadership for the ultimate academic success of the Charter School
- Embody, advocate and operationalize the mission, vision and strategic direction of the Charter School
- Help create, monitor and sustain a school culture of academic rigor through clear expectations of students, families, faculty, and administrators
- Advocate on behalf of the students, families, and faculty in a way that is consistent with the mission of the Charter School
- Support the development of school systems and structures that will maximize student learning
- Evaluate academic achievement through detailed data analysis and present that information to faculty and administrators in an easily accessible format
- Maintain work hours extending beyond school hours for other professional duties or functions such as staff meetings, etc.

MINIMUM QUALIFICATIONS:

- Required minimum five years of successful full-time public school certificated service
- Required three years of experience as a teacher in a K-12 public school program
- Required two years of experience at a middle or senior high school in a large urban city
- Required one year of service in an administrative or supervisory position utilizing an administrative credential, such as assistant principal or equivalent position
- Required a valid California teaching credential requiring a Bachelor's degree and a program of professional preparation, including student teaching
- Required a valid California Administrative Services Credential
- Required CLAD or BCLAD certification
- Preferred Master's degree from an accredited college or university (or currently enrolled in one)
- Preferred Multicultural coursework
- Preferred PPS Credential
- Preferred experience with start-up schools and charter networks
- Strong background in operations and finance
- Candidates must be CPR and First-Aid certified or willing to be certified during first month of employment
- Must clear a LiveScan criminal background check
- Must clear a TB Risk Assessment
- Must complete Mandated Reporter training

MINIMAL PERFORMANCE MEASURES:

- Ability to achieve educational outcomes as prescribed by the Principal
- Ability to complete minimal responsibilities as outlined in this description

WHO EVALUATES & HOW OFTEN:

- Principal

- Twice a year

ROLE: Dean of Student Culture

MINIMAL RESPONSIBILITIES:

SCHOOL CULTURE:

- Supports a school culture consistent with the Charter School's principles and mission
- Designs and implements programs that recognize, and reward students
- Implements school-wide initiatives, including advisory, community meetings, and celebrations that promote the culture and sustain the Charter School's values
- Shapes and manages the physical environment to underscore the Charter School's culture and aspirations, which includes but is not limited to daily supervision of school events, oversight of arrival, departure, breakfast, and lunch times for students
- Meets with students referred by teachers and collaborates to create student improvement plans pertaining to behavior or academics
- Ensure that the student behavior management efforts are restorative and that the implementation of student development programs and initiatives are done with fidelity to the process and at the highest level of quality with full support
- Ensures that consequences are fairly and consistently implemented throughout the Charter School
- Develop and coordinate the implementation of ongoing mechanisms to gather input from students, staff, parents, and other key stakeholders to advance student success and learning activities

TEACHER SUPPORT:

- Promote teacher growth and enhance program effectiveness in the areas of classroom management, organization, and incorporation techniques adopted by the school
- Serve as a resource to teachers on issues of school culture, classroom management, discipline, and relationships with students
- Coaches staff in holding all students to high and consistent behavioral expectations
- Serve as coordinator in the Charter School's student engagement and development strategies to ensure that staff are working together to build a positive school climate and culture
- Support teachers in establishing essential classroom elements
- Interventions and social-emotional supports for students

STUDENT DEVELOPMENT:

- Develop and manage a schedule of student-centered programs and activities that help to build community, engage students in fun educational activities and experiences that create school traditions and celebrations to edify the school culture and core values as well as support academic success
- Builds a support network for students that includes development of a programs to engage high school learners
- Other duties as assigned

MINIMUM QUALIFICATIONS:

- Required minimum five years of successful full-time public school certificated service
- Required three years of experience as a teacher in a K-12 public school program
- Required two years of experience at a middle or senior high school in a large urban city
- Preferred one year of service in an out of classroom or supervisory position
- Required a valid California teaching credential
- Preferred a valid California Administrative Services Credential
- Preferred Master's degree from an accredited college or university (or currently enrolled

<ul style="list-style-type: none"> • in one) • Preferred Multicultural coursework • Preferred experience with start-up schools and charter networks • Experience working with Restorative Practices • Must clear a LiveScan criminal background check • Must clear a TB Risk Assessment • Must complete Mandated Reporter training
MINIMAL PERFORMANCE MEASURES: <ul style="list-style-type: none"> • Ability to achieve educational outcomes as prescribed by the Principal • Ability to complete minimal responsibilities as outlined in this description.
WHO EVALUATES & HOW OFTEN: <ul style="list-style-type: none"> • Principal • Twice a year

ROLE: School Business Operations Manager
MINIMAL RESPONSIBILITIES: <ul style="list-style-type: none"> • Oversee the overall management of the Charter School office • Directly supervise the parent coordinator and office assistant • Work with the back office provider, to process payroll and other accounting matters • Purchase items needed for the Charter School in conjunction with the principal • Assist the principal in managing and tracking the office supply budget and department budgets • Collect money and prepare deposit slips weekly • Process staff reimbursement forms • Oversee substitute teacher ordering and tracking • Track inventory, such as uniforms, textbooks, LCD projectors, etc. • Ensure compliance with attendance taking procedures • Set up school calendar and bell schedule in student information system • Assist in attendance intervention process • Liaise with bus company for regular and field trip transportation • Manage student enrollment process and data collection • Collect and process teacher work order requests for facilities related problems (ex. Light replacement, graffiti removal, etc.) • Ensure document retention of required sign-in sheets, agendas, etc. for federal revenue compliance • Assist with preparation of all school events, such as back to school night, parent conferences, etc. • Provide first aid to students when necessary • Liaison between the Charter School and all school vendors/partners • Manage school meals and student application compliance • Assist principal and Director of Operations with school compliance (e.g., signage, binders, contracts, etc.) • Assist principal in making sure all school departments have essentials to efficiently perform (e.g., SPED, Parent Department, Counselors, Teachers, After school Provider, etc.) • Assist principal with other tasks or special projects as needed
MINIMUM QUALIFICATIONS: <ul style="list-style-type: none"> • Commitment to LA Promise Fund's and Charter School's mission and vision • Strong ability to lead, manage and develop staff • Extremely organized and able to prioritize tasks/projects for self and team members • Excellent interpersonal and communication skills (written and oral) • Proficient in MS Word, PowerPoint and Outlook; comfortable learning new computer programs • Ability to multi-task and perform well under pressure

- Ability to work effectively and collaboratively in a “start-up” environment
- Ability to complete tasks and projects effectively and on-time
- Ability to exercise discretion in the dissemination of information
- High level of personal responsibility and drive toward ambitious goals
- Ability to maintain a positive “can-do” attitude at all times
- Commitment to customer service
- Bachelor’s degree preferred
- Spanish-speaking preferred
- Minimum of 2 years’ experience in an office administrative capacity; prior experience managing staff preferred
- Experience working in a school setting or non-profit preferred
- Candidates must be CPR and First-Aid certified or willing to be certified during first month of employment
- Must clear a LiveScan criminal background check
- Must clear a TB Risk Assessment
- Must complete Mandated Reporter training

MINIMAL PERFORMANCE MEASURES:

- Evaluations will be based upon adequate completion of assigned job
- Duties, achievement of yearly goals and regular & punctual attendance as determined by the school site administrative team.

WHO EVALUATES & HOW OFTEN:

- Principal
- Twice a year

ROLE: Office Coordinator

MINIMAL RESPONSIBILITIES:

- Assist with the overall management of the school office
- Oversee substitute teacher ordering and tracking
- Track inventory, such as uniforms, textbooks, technology equipment, etc.
- Ensure compliance with attendance taking procedures
- Review and verify all attendance information; clear and post absences
- Notify parents and/or guardians of student absences for the purpose of maintaining accurate attendance reports.
- Maintain positive communication between parents and the Charter School
- Assist in the tardy admit process
- Assist in attendance intervention and SART process
- Support PBIS incentives and Kickboard
- Support oversight of cumulative records (Files, requesting and sending)
- Liaise with bus company for regular and field trip transportation
- Support the student enrollment process and data collection
- Support in Finance compliance
- Ensure document retention of required sign-in sheets, agendas, etc. for federal revenue compliance
- Assist with preparation of school events, such as back to school night, parent conferences, etc.
- Provide first aid to students when necessary
- Provide supervision and support during student meal breaks
- Assist principal and SBOM with other duties or special projects as needed

MINIMUM QUALIFICATIONS:

- Commitment to LA Promise Fund mission and vision
- Strong ability to lead, manage and develop staff
- Extremely organized and able to prioritize tasks/projects for self and team members
- Excellent interpersonal and communication skills (written and oral)
- Proficient in MS Word, PowerPoint and Outlook; comfortable learning new computer programs
- Ability to multi-task and perform well under pressure
- Ability to work effectively and collaboratively in a “start-up” environment
- Ability to complete tasks and projects effectively and on-time
- Ability to exercise discretion in the dissemination of information
- High level of personal responsibility and drive toward ambitious goals
- Ability to maintain a positive “can-do” attitude at all times
- Commitment to customer service
- Bachelor's degree preferred
- Spanish-speaking preferred
- Minimum of 2 years’ experience in an office administrative capacity; prior experience managing staff preferred
- Experience working in a school setting or non-profit preferred
- Candidates must be CPR and First-Aid certified or willing to be certified during first month of employment
- Must clear a LiveScan criminal background check
- Must clear a TB Risk Assessment
- Must complete Mandated Reporter training

MINIMAL PERFORMANCE MEASURES:

- Evaluations will be based upon adequate completion of assigned job
- Duties, achievement of yearly goals and regular & punctual attendance as determined by the school site administrative team.

WHO EVALUATES & HOW OFTEN:

- Principal
- Twice a year

ROLE: Campus Aide/School Culture Aide**MINIMAL RESPONSIBILITIES:**

Under the supervision of the Principal, the ideal candidate will ensure student safety by performing the following duties:

- Monitor individual and/or groups of students in a variety of settings (e.g. restrooms, playgrounds, hallways, bus loading zones, cafeteria, assemblies, field trips, etc.) for the purpose of maintaining a safe and positive learning environment
- Report all threats to health and safety, and incidents of misbehavior to the proper school authority
- Ensure that school property is secure and locked when appropriate
- Respond to all alarms, security situations, breaches, maintenance problems, and fire and building hazards. Documents all events previously listed

- Respond to emergency situations (e.g. injured students, fights, etc.) for the purpose of resolving immediate safety concerns and/or directing to appropriate personnel for resolution
- May direct students and others and take action, as necessary, to prevent injury to persons or damage to property
- May work with groups authorized to be on the campus before and after school and keep the campus free of unauthorized persons
- May assist school administrators in contacting parents regarding students with behavioral problems and in discussing campus security with parent and community groups
- Support a school culture consistent with the Charter School's principles and mission
- May assist a certificated employee in supervising students during field trips and special events
- Provide safety escorts for student, staff, faculty and guests when requested
- Direct campus visitors to the appropriate parties and prevents unlawful loitering
- May assist a certificated employee in counseling individual students or groups of students or in assisting student clubs
- May deliver, set up, lay out, or collect equipment and other materials
- Assist local law enforcement and other emergency response staff as requested
- Complete all documentation, reports, and logs as established by school site personnel
- Model conversation, manners, clean-up activities, listening, and everyday interactions for the purpose of demonstrating appropriate social behavior in a culturally sensitive manner
- Attend meetings and in-service presentations as assigned for the purpose of acquiring and/or conveying information relative to job functions
- Maintain confidentiality regarding all aspects of his/her work with children and other staff
- Assist with minor discipline issues
- Other duties as assigned

MINIMUM QUALIFICATIONS:

- Commitment to LA Promise Fund mission and vision

Education and Experience

- High School Diploma required; Bachelor's degree preferred
- Strong organizational skills with the ability to create and maintain accurate records
- Demonstrated success working with students from educationally underserved areas.

Knowledge, Skills and Abilities

- Exceptional relationship building skills and the ability to communicate clearly to multiple stakeholders
- A strong belief that all students can succeed
- A do-whatever-it takes attitude including a willingness to work occasionally on the weekend or in the evening
- Passionate about improving public education to help all children reach their dreams
- An exceptional ability to respond well to feedback and implement it immediately
- A strong ethical base and self-awareness
- Knowledge of safety rules and procedures to be observed by students
- Ability to supervise and direct students in a friendly, unemotional manner
- Knowledge of adolescent development and problems

<ul style="list-style-type: none"> • Vocabulary and usage of terms common to youth in the area served by the Charter School • React quickly and appropriately in emergencies • Operate two-way radio equipment • Knowledge of controlled substances and their effect upon behavior • Knowledge of customs and activities indicative of undesirable youth groups • Knowledge of principles of organization and administration including procedures, systems and equipment • Knowledge of and competency with MS Office products such as MS Word, Excel and Outlook • Ability to interpret and enforce rules and regulations according to varying situations • Ability to write complete and concise reports • Ability to handle a variety of tasks and set priorities among them for timely completion • Ability to perform well under pressure • Ability to resolve matters with discretion and diplomacy • Ability to exercise discretion in the dissemination of information • 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 • Bilingual Spanish preferred • Hold current CPR & First Aid Certification or willing to complete course within first 30 days of employment • Must clear a LiveScan criminal background check • Must clear a TB Risk Assessment • Must complete Mandated Reporter training
MINIMAL PERFORMANCE MEASURES: <ul style="list-style-type: none"> • Evaluations will be based upon adequate completion of assigned job • Duties, achievement of yearly goals and regular & punctual attendance as determined by the school site administrative team.
WHO EVALUATES & HOW OFTEN: <ul style="list-style-type: none"> • Principal • Twice a year

ROLE: Instructional Aide
MINIMAL RESPONSIBILITIES: Under the supervision of school leaders and the classroom teacher, the ideal candidate will drive student outcomes in the following ways: <ul style="list-style-type: none"> • Support English Learners with additional support with vocabulary development to increase academic language. • Adapt classroom activities, assignments and/or materials under the direction of the classroom teacher for the purpose of supporting and reinforcing classroom learning objectives. • Implement, under the supervision of a certificated teacher, instructional programs and lesson plans (e.g. reading, math, language comprehension, writing, computer, etc.) for the purpose of presenting and/or reinforcing learning concepts.

- Maintain classroom equipment and work area for the purpose of ensuring availability of a safe learning environment and/or meeting mandated requirements.
- Monitor individual and/or groups of students in a variety of settings (e.g., restrooms, playgrounds, hallways, bus loading zones, cafeteria, assemblies, field trips, etc.) for the purpose of maintaining a safe and positive learning environment.
- Promote good study habits and student independence for the purpose of improving the quality of student outcomes.
- Provide, under the supervision of a certificated teacher, instruction to students in a variety of individual and group activities (e.g., self-esteem, behavioral skills, daily living skills, etc.) for the purpose of implementing goals for remediation of student deficiencies and ensuring student's success.
- Model conversation, manners, clean-up activities, listening, and everyday interactions for the purpose of demonstrating appropriate social behavior in a culturally sensitive manner.
- Respond to emergency situations (e.g., injured students, fights, etc.) for the purpose of resolving immediate safety concerns and/or directing to appropriate personnel for resolution.
- Administer tests, homework assignments, make-up work, etc. for the purpose of supporting teachers in the classroom.
- Attend meetings and in-service presentations as assigned for the purpose of acquiring and/or conveying information relative to job functions.
- Perform other related duties as assigned for the purpose of ensuring the efficient and effective instruction.
- Maintain confidentiality regarding all aspects of his/her work with children and other staff
- Other duties as assigned

MINIMUM QUALIFICATIONS:

- High School Diploma required; Bachelor's degree preferred
- Completion of 60 semester units or 90 quarter units from a recognized college or university required
- Knowledge of special education assessments
- Strong organizational skills with the ability to create and maintain accurate records
- Demonstrated success working with students from educationally underserved areas.
- Proven success in assisting with the implementation of high-quality instruction that led to the improvement of student achievement in an urban school
- 1-2 years' experience as an Instructional Aide

Knowledge, Skills and Abilities

- Exceptional relationship building skills and the ability to communicate clearly to multiple stakeholders
- Ability to translate all necessary documentation in an understandable format on Special Education forms and files
- A strong belief that all students can succeed
- A do-whatever-it takes attitude including a willingness to work occasionally on the weekend or in the evening
- Passionate about improving public education to help all children reach their dreams
- An exceptional ability to respond well to feedback and implement it immediately

<ul style="list-style-type: none"> • A strong ethical base and self-awareness • Bilingual Spanish preferred • Must clear a LiveScan criminal background check • Must clear a TB Risk Assessment • Must complete Mandated Reporter training
MINIMAL PERFORMANCE MEASURES: <ul style="list-style-type: none"> • Evaluations will be based upon adequate completion of assigned job • Duties, achievement of yearly goals and regular & punctual attendance as determined by the school site administrative team.
WHO EVALUATES & HOW OFTEN: <ul style="list-style-type: none"> • Principal • Twice a year

ROLE: Counselor
MINIMAL RESPONSIBILITIES: <ul style="list-style-type: none"> • Promote student development and achievement in addition to advocating and leading in advancing the concerns of students while representing the mission and core values of the organization • Facilitate transitions and counsel students toward the realization of their full potential • Develop, collect, analyze and interpret data to determine student's best educational options and support a cycle of continuous improvement. • Organize and integrate the pre-college guidance and counseling component into the school, with activities such as developing a visible, year-round college awareness campaign, including collateral, slogans, and the promotion of events and activities and also promoting A – G awareness not only among students but also families • Recognize, appreciate, and serve cultural differences and the special needs of students and families • Demonstration of appropriate ethical behavior and professional conduct in the fulfillment of the role and responsibilities to promote a culture of growth and collaboration. • Collaborate with the Principal in establishing the school's mission and provide leadership for the ultimate academic success of the school • Maintain work hours extending beyond school hours for other professional duties or functions such as staff meetings, etc.
MINIMUM QUALIFICATIONS: <ul style="list-style-type: none"> • Demonstration of exemplary counseling and communication skills • Bachelor's Degree; Master's degree or higher preferred but not required. PPS credential required. • Experience counseling in an urban school district with students of diverse backgrounds and socioeconomic statuses preferred • Experience with project management highly desired • Must clear a LiveScan criminal background check • Must clear a TB Risk Assessment • Must complete Mandated Reporter training
MINIMAL PERFORMANCE MEASURES: <ul style="list-style-type: none"> • Ability to achieve educational outcomes as prescribed by the Principal • Ability to complete minimal responsibilities as outlined in this description.
WHO EVALUATES & HOW OFTEN: <ul style="list-style-type: none"> • Principal • Twice a year

ROLE: Social Worker**MINIMAL RESPONSIBILITIES:**

- Counsel students with personal and psychological issues that affect their performance, behavior, and socialization in school
- Provide counseling sessions, treatment plans, or workshops as necessary and establishing prevention programs and intervention plans
- Communicate with students to determine the areas in which they may need assistance or counseling
- Assist teachers and administrators with behavioral and attitude issues by communicating with students to find the causes of their distress
- Provide information, when appropriate, to outside support services to help students with economic, emotional, or physical issues
- Assist at-~~promise risk~~ students or students with disabilities
- Communicate with parents, teachers, and administrators to understand students' challenges
- Maintain case files and reports to track students' progress and problems
- Help students and families suffering from abuse, violence, hunger, or homelessness to access resources like shelters, food banks, and medical care
- Maintain confidentiality regarding all aspects of their work with children and other staff
- Other duties as assigned

MINIMUM QUALIFICATIONS:

- A Bachelor's or Master's degree in Social Work
- One of the following California credentials or combination of credentials authorizing K-12 service:
 - General Pupil Personnel Services Credential
 - Service Credential with a specialization in pupil personnel services
 - Licensed or Associate Clinical Social Worker
- Experience in crisis prevention and intervention preferred
- Demonstrated success working with students from educationally underserved areas.
- Exceptional relationship-building skills and the ability to communicate clearly to multiple stakeholders
- Ability to translate all necessary documentation in an understandable format on Special Education forms and files
- A strong belief that all students can succeed
- An exceptional ability to respond well to feedback and implement it immediately
- A strong ethical base and self-awareness
- Passionate about improving public education to help all children reach their dreams
- Knowledge of the growth and development of children and adolescents, learning theory, and mental health concepts
- Sensitivity to, and understanding of, the unique differences and needs of disabled students and their parents
- Knowledge of uses and limitations of standardized individual and group tests, and semi-projective devices
- Compassion and empathy for patients and students
- Professionalism and discretion
- Good relationships with relevant social services
- Strong organizational skills with the ability to create and maintain accurate records
- Bilingual Spanish preferred
- Commitment to LA Promise Fund mission and values
- Must clear a LiveScan criminal background check
- Must clear a TB Risk Assessment
- Must complete Mandated Reporter training

MINIMAL PERFORMANCE MEASURES:

- Ability to achieve educational outcomes as prescribed by the Principal
- Ability to complete minimal responsibilities as outlined in this description.

WHO EVALUATES & HOW OFTEN:

- Principal
- Twice a year

ROLE: School Psychologist**MINIMAL RESPONSIBILITIES:**

- Conduct psychological assessments and develop case studies of individual students to determine educational needs, learning characteristics, and social behavior relevant to educational placement and instructional planning; files such case studies in compliance with established policies and procedures.
- Interpret the findings of individual studies to principals, teachers, parents, students, and others directly concerned with the welfare of students.
- Conduct parent counseling to aid parental understanding of student's program placement and reasonable expectations.
- Review student records, organize information, and determine appropriate assessment battery.
- Observe students; assess, evaluate, analyze, diagnose, and write psychological reports.
- Assist with special education testing, including initial, annuals and triennials
- Assess students' cognitive ability, social-emotional development, adaptive behavior, and language development, academic achievement, learning potential, cognitive ability and social needs.
- Facilitate training on interventions for use in the Response to Instruction and Intervention (RtI2) approach to education, targeted literacy, student progress monitoring, and data analysis.
- Participate in the process required by federal, state, and local regulation for the identification, placement, and review/re-evaluation of students with special needs; participates in and may act as chairperson for such groups as the school-site Individualized Educational Program Team (Special Education) and Student Study Team (General Education).
- Assist in developing a written individual educational plan for students who are eligible for special education placement and/or service; assist in developing recommendations regarding eligibility, program placement, and affective or cognitive experiences for the Gifted/Talented Program.
- Assist in developing behavioral objectives for individual students and special class groups; suggests implementation strategies as appropriate; confer with teachers and parents regarding strategies for the solution or amelioration of individual learning or adjustment problems of students.
- Counsel students individually and in groups to assist them in educational achievement and personal or social adjustment.
- Assist with the organization of, and serves as a leader in, staff development activities in the field of psychological services and behavioral support systems.
- Serve as liaison to community agencies, and private professional persons on matters related to student placement and adjustment.
- Provide psychological counseling to students, staff, and parents in crisis situations and serves as a member of the school crisis team.
- Consult with parents, teachers, and other staff regarding any accommodations or modifications needed for a specific child
- Maintain appropriate data on students, including present levels of performance and intervention strategies; submit records, reports, and assignments promptly and efficiently

- Establish and monitor necessary caseloads, working with other Charter School staff to plan assessments and meetings
- Make recommendations to IEP teams for educationally related mental health counseling services.
- Meet with struggling students (including general ed) to set goals and recommend strategies for improved academic success.
- Conduct classroom observations of students in order to help determine needs and/or to help with positive behavior support and/or behavior modification.
- Provide continuum of counseling interventions for students enrolled in general and special education
- Conduct counseling in group settings- groups may focus on social skills development
- Other duties as assigned

MINIMUM QUALIFICATIONS:

- MA/MS degree in Educational Psychology or related field.
- One of the following California credentials or combination of credentials authorizing K-12 service:
 - General Pupil Personnel Services Credential authorizing service as a school psychologist and school counselor
 - Service Credential with a specialization in pupil personnel services designating service as a school psychologist
 - School Psychologist Credential
- Licensed Psychologist
- Experience running group sessions
- Knowledge, Skills and Abilities
- Exceptional relationship building skills and the ability to communicate clearly to multiple stakeholders
- Ability to translate all necessary documentation in an understandable format on Special Education forms and files
- A strong belief that all students can succeed
- A do-whatever-it takes attitude including a willingness to work occasionally on the weekend or in the evening
- Passionate about improving public education to help all children reach their dreams
- An exceptional ability to respond well to feedback and implement it immediately
- A strong ethical base and self-awareness
- Bilingual Spanish preferred
- Knowledge of the growth and development of children and adolescents, learning theory, and mental health concepts.
- Sensitivity to, and understanding of, the unique differences and needs of disabled students and their parents.
- Knowledge of uses and limitations of standardized individual and group tests, and semi-projective devices.
- Understanding of the relationship between the total education program as well as counseling and psychological services.
- Strong organizational skills with the ability to create and maintain accurate records
- Experience in crisis prevention and intervention preferred
- Demonstrated success working with students from educationally underserved areas.
- Must clear a LiveScan criminal background check
- Must clear a TB Risk Assessment
- Must complete Mandated Reporter training

MINIMAL PERFORMANCE MEASURES:

- Ability to achieve outcomes as prescribed by the Director of Schools
- Ability to complete minimal responsibilities as outlined in this description.

WHO EVALUATES & HOW OFTEN:

- Director of Schools
- Twice a year

ROLE: Teachers**MINIMAL RESPONSIBILITIES:**

- Aligning planning to the State Standards and student assessment data
- Using data-driven techniques to set ambitious goals for scholars
- Maintaining consistent communications with families regarding student progress
- Holding weekly office hours after school
- Build positive and trusting relationships with students, families, and community members, and support parent engagement in student success
- Maintain strong classroom and school culture by:
 - Clearly and consistently communicating and upholding school rules, values, and expectations in and out of the classroom
 - Setting an urgent, respectful, and positive tone in the classroom
 - Displaying extraordinary time management to maximize student learning
 - Building relationships with students that communicate the importance of college success and your belief that they will succeed
 - Building a collaborative, respectful advisory classroom community
 - Taking on responsibilities outside of their content area instruction such as advisory, lunch duty, enrichment classes, and after school activities
- Work with other teachers and administrators to address and resolve student issues
- Attend professional meetings, educational conferences, and teacher training workshops to maintain and improve professional competence. Attend staff meetings, and serve on committees as required
- Plan a rigorous curriculum and deliver strong instruction by:
 - Demonstrating solid knowledge and understanding of the content matter
 - Using a multitude of instructional strategies that are academically rigorous and highly engaging
 - Executing detailed lesson plans mapped to specific Common Core standards
 - Taking responsibility for student progress; constantly working to respond to students' needs
 - Differentiating learning and provide necessary accommodations and modifications for growth and success of all students
 - Ensuring that students will be capable of writing persuasive, and expository essays as well as meaningful biographies
- Special projects and duties outside of primary teaching responsibility as assigned

MINIMUM QUALIFICATIONS:

- Bachelor's degree required; advance degree in subject area preferred
- Possession of a valid internship, preliminary, or clear California Single Subject, Multiple Subject or Education Specialist teaching credential required for the teacher's certificated assignment*
 - Possession of valid permit as allowed by the California Commission on Teacher Credentialing
- Demonstrated success working with students from educationally underserved areas
- Proven success implementing high-quality instruction that led to the improvement of student achievement in an urban school
- Knowledge, Skills and Abilities
 - Excellent verbal and written communication skills a must
 - Exceptional relationship building skills and the ability to communicate clearly to multiple stakeholders

<ul style="list-style-type: none"> ○ Extremely strong classroom management abilities ○ A strong belief that all students can succeed ○ A do-whatever-it takes attitude including a willingness to work occasionally on the weekend or in the evening ○ Passionate about improving public education to help all children reach their dreams ○ An exceptional ability to respond well to feedback and implement it immediately ○ A strong ethical base and self-awareness ○ Bilingual Spanish preferred ● Must clear a LiveScan criminal background check ● Must clear a TB Risk Assessment ● Must complete Mandated Reporter training <p>*Any teacher currently employed by a charter school without a credential prior to July 1, 2020 has until June 30, 2025 to obtain a credential in accordance with Education Code Section 47605.4(a).</p>
<p>MINIMAL PERFORMANCE MEASURES:</p> <ul style="list-style-type: none"> ● Ability to achieve educational outcomes as prescribed by the Principal ● Ability to complete minimal responsibilities as outlined in this description
<p>WHO EVALUATES & HOW OFTEN:</p> <ul style="list-style-type: none"> ● Principal ● Twice a year

<p>ROLE: President/Chief Executive Officer</p>
<p>MINIMAL RESPONSIBILITIES:</p> <ul style="list-style-type: none"> ● Serve as primary external face of the organization, representing LA Promise Fund among policy makers, thought leaders, community groups, corporate audiences, foundations, donors, and the media, ensuring the organization is well known, deeply respected and responsive ● Conceptualize innovative strategies for working in a bipartisan and non-partisan way with lawmakers and leaders across the state ● Cultivate and manage relationships with high-level, high impact partners and target partners, building a base of grassroots support and a network of champions for the work of the organization ● Collaborate with the organization's Board and senior leadership to set vision and strategy, developing annual operating plans that support LA Promise Fund's strategic goals and objectives ● Oversee fundraising planning and implementation, generating a revenue base that ensures the ongoing financial sustainability of the organization ● Coach and manage senior leadership team and drive organizational effectiveness, while developing future leadership within the organization ● Give direction and leadership toward the achievement of the organization's philosophy, mission, strategy, and its annual goals and objectives ● Driving organizational culture change and instilling a relentless focus on student achievement, operational efficiency and excellence ● Partnering with other high performing schools and education organizations to share and promote best practices
<p>MINIMUM QUALIFICATIONS:</p> <ul style="list-style-type: none"> ● Demonstrated success leading and managing an education reform agenda, successfully meeting or exceeding mission targets, achieving ambitious goals and driving significant policy change results ● Ability to bring targeted stakeholders together through the leverage of relevant networks, contacts and communication skills

<ul style="list-style-type: none"> ● Facilitative and collaborative work style, with the ability to build bridges across divergent and competing interests, successfully driving consensus ● Demonstrated success leading and managing a high-impact, fast growth national organization in the public, nonprofit, or private sector as a C-level team member. ● Successful management of campaigns, mobilization, and/or outreach, ideally on a national stage ● Track record of successfully meeting or exceeding organizational targets, achieving ambitious goals and driving significant impact ● Experience with project management highly desired ● Exceptional organization management skills, with the ability to work hands-on to develop and execute a variety of activities ranging from the highly creative, external and visible to the operational and day-to-day; this person will be organized, strategic, financially aware and politically astute, with the wisdom to develop and maintain a sense of team spirit and common purpose; ability to oversee and excel at a wide range of areas of responsibility (research, government affairs, development, communications, and HR/operations) ● Bachelor's Degree; Master's degree or higher preferred ● Must clear a LiveScan criminal background check ● Must clear a TB Risk Assessment ● Must complete Mandated Reporter training
MINIMAL PERFORMANCE MEASURES: <ul style="list-style-type: none"> ● Ability to achieve educational and organization outcomes as prescribed by the LA Promise Fund Board of Directors ● Ability to attract, grow and lead premier team that achieves desired results ● Ability to raise funds to sustain and grow the organization ● Ability to complete minimal responsibilities as outlined in this description
WHO EVALUATES & HOW OFTEN: <ul style="list-style-type: none"> ● LA Promise Fund Board of Directors ● Once a year

ROLE: Chief Operations Officer
MINIMAL RESPONSIBILITIES: <ul style="list-style-type: none"> ● Develop monthly financial reports for the organization and each department ● Develop and manage short and long term financial and operational goals and cash flow to ensure sound organizational operations, growth and financial transparency ● Develop budgets and financial reports for funders ● Interact with board of directors, contractors, and auditors on financial matters ● Establish and maintain a solid financial model for the organization's operation ● Manage an effective human resource system for LA Promise Fund ● Coordinate professional growth of LA Promise Fund team members ● Review and oversee the implementation an effective annual evaluation process for LA Promise Fund team members ● Oversee department's efforts to support efficient school site HR ● Foster a healthy, safe, clean LA Promise Fund facility that supports team members' productivity and well-being ● Ensure that operational systems preserve and grow a healthy and efficient LA Promise Fund culture, propel it towards its mission, and ensure corporate integrity ● Oversee each department's efforts related to the charter schools' effective operational systems and day-to-day management to ensure that the charter schools operate according to all procedures and laws, that they are healthy, modern, functional, and safe campuses, and that they operate at maximum efficiency
MINIMUM QUALIFICATIONS:

- The successful candidate will have a minimum of five years' experience in the non-profit or educational sector, experience working with schools in an underserved community, and a commitment to developing our organization's position as a vital community asset
- A proven track record of exceeding goals and a bottom-line orientation; evidence of the ability to consistently make good decisions through a combination of analysis and expertise; high level of business acumen including successful profit and loss management; the ability to balance the delivery of programs against the realities of a budget; and problem solving, project management, and creative resourcefulness
- BA/BS required; MBA, CPA and/or similar advanced degree required
- Strong finance skills, preparing monthly financial statements, forecasting and budget development
- Strategic Vision and Agility-ability to think strategically, anticipate future consequences and trends, and incorporate them into the organizational plan
- Capacity Building—ability to effectively build organization and staff capacity, developing a top-notch workforce and the processes that ensure the organization runs smoothly
- Leadership and Organization-exceptional capacity for managing and leading people; a team builder who has experience in scaling up organizations; ability to connect staff both on an individual level and in large groups; capacity to enforce accountability, develop and empower top-notch leaders from the bottom up, lead from the top down, cultivate entrepreneurship, and learn the strengths and weaknesses of the team so as to put people in a position to succeed
- Knowledge of state laws governing the operation of schools specifically those impacting Human Resources
- A strong collaborator, good listener and strategist; comfortable receiving input from many sources, and able to analyze and formulate disparate information into a sound, well-organized plan that is successfully executed
- General Management—thorough understanding of finance, systems, and HR; broad experience with the full range of business functions and systems, including strategic development and planning, budgeting, business analysis, finance, information systems, human resources, and marketing
- Entrepreneurial - a hard worker with a high energy level, an action-oriented individual who excels in an unstructured environment
- Must clear a LiveScan criminal background check
- Must clear a TB Risk Assessment
- Must complete Mandated Reporter training

MINIMAL PERFORMANCE MEASURES:

- Ability to achieve outcomes as prescribed by the Chief Executive Officer
- Ensure the organization stays within budget and fiscally solvent by working with Board and staff
- Ensure organization has smooth and effective operations
- Ability to complete minimal responsibilities as outlined in this description

WHO EVALUATES & HOW OFTEN:

- Chief Executive Officer
- Twice a year

ROLE: Chief Academic Officer/Director of Schools

MINIMAL RESPONSIBILITIES:

- Cultivate a shared vision and culture of high expectations, accountability and innovation across the network and within each school that moves all stakeholders toward outstanding educational opportunities and outcomes for every student.
- Maintain the high quality leadership characteristic of LA Promise Fund charter schools' Principals.

- Supervise, inspire, challenge, align, and develop Academic Team members by demonstrating best practices and providing high-quality instructional leadership, constructive evaluations, coaching and mentorship.
- Develop academic goals and objectives in the areas of curriculum, professional development and assessment. Ensure goals are aligned to resources, are measurable for accountability and regular reports, and are pursued through research-based best strategies for success.
- Ensure charter schools provide all students high quality instruction and supports so that all students are prepared for college and career.
- Guide school leaders and the Academic Team in the development of school curriculum, facilitate collaboration among school sites, and supervise the work of curriculum consultants and team members.
- Provide charter schools' leaders the tools, support and training they need to refine and articulate the overall and content-specific instructional strategies for their charter schools, including attention to different leadership styles, diverse student cultural backgrounds, and English Learners.
- Support innovative learning opportunities such as blended learning and Linked Learning to accelerate student learning.
- Work with the Academic Team to set school specific as well as network academic goals, with appropriate benchmarks, data collection, reporting, and reflection.
- Foster a culture of data-based decision making that is predicated on formative and summative data, progressive data systems, and ongoing use of data at all levels of school and organizational decision-making.
- Support charter schools in selection/development of assessments and software systems for collecting and analyzing data.
- Manage a best in class teacher and administrator professional development program for teachers and principals that includes an evaluation process aligned with County efforts.
- Create and implement a plan for developing or delivering content specific coaching, assessments, and network sharing of supports and best practices among faculty.
- Build a principal development and pipeline program.
- Interface with key education leaders across all sectors and stay abreast of critical education policy issues and innovations.
- Serve as a member of the LA Promise Fund Executive Team, participating in key strategic decision making for the organization and engaging in cross-department coordination of strategies and services.

MINIMUM QUALIFICATIONS:

- A track record of success driving student achievement in secondary education as a principal and/or administrator
- Successful experience turning around troubled schools
- Successful experience working in a large, urban school system with high populations of culturally and linguistically diverse students
- Successful experience with coaching, mentoring and growing the capacity of school leaders and effectiveness of teaching across a campus and at the individual teacher level
- Significant expertise in managing school performance, including setting academic goals, developing and/or implementing assessment systems, using data to drive student achievement, and adjusting mid-year as needed
- Demonstrated knowledge of best and innovative practices in curriculum, instruction, assessment, performance management and learning technology
- A strong understanding of K-12 curriculum and programming
- Excellent communication and team building skills
- Ability to think strategically and systemically and participate in long-term strategic planning

<ul style="list-style-type: none"> ● Superb management and interpersonal skills and the ability to work collaboratively with all stakeholders ● Demonstrated ability to effectively manage limited resources to reach an organization's desired goals ● Experience working in a community school that coordinates essential health and enrichment opportunities for school, student, family and faculty benefit ● Experience working with or for a non-profit organization ● Graduate degree in education or related field; doctorate degree preferred ● A valid California Administrative Credential ● Minimum of 10 years of instructional leadership and classroom experience in urban schools ● Must clear a LiveScan criminal background check ● Must clear a TB Risk Assessment ● Must complete Mandated Reporter training
MINIMAL PERFORMANCE MEASURES: <ul style="list-style-type: none"> ● Ability to achieve educational outcomes as prescribed by the Chief Executive Officer ● Ability to grow a network of strong and effective school leaders ● Ability to complete minimal responsibilities
WHO EVALUATES & HOW OFTEN: <ul style="list-style-type: none"> ● Chief Executive Officer ● Twice a year

ROLE: Chief Program Officer
MINIMAL RESPONSIBILITIES: <ul style="list-style-type: none"> ● In conjunction with LAPF and school-site partners, define a visionary and far-reaching multi-year strategy with goals and performance metrics for all non-academic/non-instructional programs, with the emphasis on creating maximum impact, diversity, reach, and public value. ● Evaluate all existing strategies and implement most impactful programs in support of mission and strategic plan. ● Act as spokesperson, where appropriate, for all non-academic/non-instructional initiatives. ● Collaborate with the development and academic teams on education and community activities, and assist with fundraising efforts and grants management as required. ● Effectively manage the Wrap Around Services and College Access team members and budgets. Ensure that team members establish department and individual goals aligned to mission and are supported to achieve them. ● Establish and cultivate relationships with leaders in the community, area institutions and politicians and other organizations, using collaboration as a key engagement tool. ● Develop new initiatives such as Promise Parent College. ● Develop a strategic plan for the effective implementation of parent and community engagement initiatives across all school sites. ● Ensure effective operation of Parent Centers & Parent Programming for maximum engagement & student benefit. ● Support the creation of a college-going culture where the students and school community view college entrance as a goal for all students. ● Ensure a variety of programming and supports that reach all students, or are specific to grade level, small groups, and individuals, including one-on-one counseling. ● Ensure parent-oriented programs that are culturally and linguistically appropriate, tailoring programs to reach all families and students, for instance Dream Act and AB540 programming and African American parent outreach. ● Ensure there is alignment of all college access programs and events.

- Work as part of the LA Promise Fund College & Career Team to set annual targets, engage in strategic planning, pursue professional growth and cultivate new College & Career initiatives on a regular basis.
- Develop and manage the implementation of other high impact health initiatives.
- Support Youth Health initiatives such as the Health Justice Council, Junior Health Justice Council, The Wellness Center Youth Advisory Board and School Wellness Councils.
- Develop & execute health programming for all students & Promise families with regards to (but not limited to) prevention, intervention, health services, and insurance enrollment

MINIMUM QUALIFICATIONS:

- The successful candidate will have a minimum of five years' experience in the community, wrap-around services, health, parent engagement or educational sector. Experience working with schools in an underserved community desirable.
- Strong organizational, administrative, presentation, verbal and written communication skills.
- Strong project management skills and background.
- Experience in effectively managing others.
- The candidate will have a proven record of developing successful large-scale creative initiatives that incorporate inspired ideas and innovative solutions.
- BA/BS required; Advanced degree preferred.
- Resourceful, creative, able to multitask, prioritize and manage time effectively.
- A strong collaborator, good listener and strategist; comfortable receiving input from many sources, and able to analyze and formulate disparate information into a sound, well-organized plan.
- A proven ability to manage and grow a team toward goal and objectives.
- Ability to engage successfully with a broad array of stakeholders such as public agency and non-profit representatives, community leaders, academic researchers, program evaluators, parents, federal, state, and local civic leaders, and funders.
- Be mission-driven and be able to gather others around them in a common vision of success
- Ability to effectively evaluate the impact of organizational programs, develop meaningful metrics and ensure continuous quality improvement of programs.
- Knowledge of Community Schools model as well as adult learning theory
- Entrepreneurial - a self-starter with a high energy level and an action-oriented individual.
- Must clear a LiveScan criminal background check
- Must clear a TB Risk Assessment
- Must complete Mandated Reporter training

MINIMAL PERFORMANCE MEASURES:

- Ability to achieve enrichment, college going, parent engagement and health outcomes as prescribed by the Chief Executive Officer
- Ability to attract, grow, and lead a team of effective school and community program providers and partners.
- Ability to complete minimal responsibilities as outlined in this description

WHO EVALUATES & HOW OFTEN:

- Chief Executive Officer
- Twice a year

ROLE: Director of Operations

MINIMAL RESPONSIBILITIES:

- Work closely with the principals, LA Promise Fund Instructional Team and WrapAround Services team (e.g. working directly with the Chief Academic Officer/Director of Schools, Chief Program Officer & Directors) to effectively set and manage school priorities and strategies for success

- Be a resource and thought partner to principals in managing school site operations, analyzing year to date results, and forecasting end of year performance
- Support charter schools' administrators on the development of the school site budget to ensure it complies with all legal requirements, is submitted to the district in a timely way, maximizes resources, coordinates with LA Promise Fund budget, and is monitored on a monthly basis
- Serve as liaison between Headquarters and charter schools to ensure implementation and communication of best practices in school operations
- Manage LA Promise Fund IT Team
- Support strategic aspects of office technology (both at Headquarters and at charter schools' sites); ensuring consistency, cost effectiveness, and quality of systems to meet goals of the organization
- Serve as the second line of support for Headquarter IT troubleshooting
- Assist the Chief Operating Officer and Executive team on special projects and initiatives as necessary
- Support the LA Promise Fund activities, either headquarter events, or in working with other departments when needed
- Provide or arrange for professional development of the team members that are managed; coordinate regular one on one and department meetings, and coordinated reviews and evaluations for goal setting and progress towards goals.

MINIMUM QUALIFICATIONS:

- Bachelor's Degree required; MBA Preferred.
- 4+ years' experience in a fast paced, highly analytical professional environment. Ideal candidate will have 2-3 years of experience managing school operations; charter school experience highly preferred
- 2+ years' experience managing others in a professional environment
- Strong financial acumen
- HR certificates, training and experience preferable
- Strong ability to plan and organize work for self and others and manage projects
- Demonstrated history of increasing responsibility, leadership and can be trusted to handle confidential information with discretion.
- Advanced experience with computers, Word, Excel or similar type programs required.
- Experience with database management and electronic file maintenance experienced strongly desired.
- Ability to build collaborative, coordinated, and supportive relationships
- Must clear a LiveScan criminal background check
- Must clear a TB Risk Assessment
- Must complete Mandated Reporter training

MINIMAL PERFORMANCE MEASURES:

- Ability to achieve outcomes as prescribed by the Chief Operations Officer
- Ensure charter schools operate efficiently to maximize their resource potential.
- Manage a team of effective school support professionals.
- Ability to complete minimal responsibilities as outlined in this description

WHO EVALUATES & HOW OFTEN:

- Chief Operations Officer
- Twice a year

ROLE: Sr. Director of Family & Community Outreach

MINIMAL RESPONSIBILITIES:

- Create and implement plan for parent collaboration.
- Oversee Promise Parent College
- Collaborate with appropriate school sites liaisons as necessary

<ul style="list-style-type: none"> ● Build leadership and volunteer service capacity of parents. ● Work closely with administrator(s) to oversee vision and operations of school parent centers and parent action teams and support committees, ensuring that charter schools are setting culture and practices that embrace parents as partners in their children's academic success ● Collaborate with administration to oversee course offerings, activities and other diverse opportunities for parents. ● Oversee and align parent activities to achieve LA Promise Fund, and school site parent engagement initiatives across LA Promise Fund charter school sites. ● Create and manage large-scale community events (i.e., end of year parent recognition reception, community fairs, community clean ups, etc.).
MINIMUM QUALIFICATIONS: <ul style="list-style-type: none"> ● Bachelor's or advanced degree preferred. ● Training or relevant experience in community organizing, grassroots marketing, parent development and/or project management. ● Experience with using data to assess success/challenges and inform decision-making ● Knowledge of urban schools and communities. ● Bilingual Spanish/English ● Create and maintain a positive attitude in the work environment ● Ability to work with others in a calm, positive, and professional manner ● Entrepreneurial - a hard worker with a high energy level, an action-oriented individual who excels in an unstructured environment ● Must clear a LiveScan criminal background check ● Must clear a TB Risk Assessment ● Must complete Mandated Reporter training
MINIMAL PERFORMANCE MEASURES: <ul style="list-style-type: none"> ● Ability to achieve outcomes as prescribed by the Chief Program Officer ● Ability to work closely with charter schools to build robust parent engagement on each campus. ● Ability to complete minimal responsibilities as outlined in this description
WHO EVALUATES & HOW OFTEN: <ul style="list-style-type: none"> ● Chief Program Officer ● Twice a year

<u>ROLE: Chief of Schools</u>
<u>MINIMAL RESPONSIBILITIES:</u> <ul style="list-style-type: none"> ● <u>Athletics</u> ● <u>Build out, support and implement a comprehensive 6-12 athletic program that is both competitive and health/wellness promoting.</u> ● <u>After-School Programming</u> ● <u>Develop and oversee comprehensive afterschool programs that align with educational priorities, setting annual strategic goals and targets, with regular reporting.</u> ● <u>Family, Community Schools & Recruitment</u> ● <u>Manage the Family, Community, Recruitment and Community Schools team, grants and work toward the pursuit of strategic, annual and grant goals.</u> ● <u>Establish and cultivate collaborative relationships with leaders in the community, area institutions and politicians, businesses and other organizations, to advance programmatic and academic goals.</u> ● <u>Socio-emotional Wellbeing & Culture</u>

<ul style="list-style-type: none"> • <u>Oversee and Implement a comprehensive student/school behavior system and socio-emotional program that builds a positive and inclusive school culture school wide, for small groups of students and that meets individual student needs. Such initiatives should include Multi-Tiered System of Supports (MTSS), restorative practices, value implementation and more.</u> • <u>Collaborate with mental health professionals and partners to support students' socio-emotional well-being, ensuring we meet all contracting, compliance and budgeting requirements.</u> • <u>Attendance</u> • <u>Create, implement and monitor student attendance in general and in particular to address areas of need. Working with the school leadership, school SBOMs and faculty to ensure strong attendance goals, systems, and practices.</u> • <u>Strong Leadership</u> • <u>Cultivate a data driven culture to track and optimize growth.</u> • <u>Cultivate a shared vision and culture of high expectations, accountability and innovation across the charter school that move all stakeholders toward outstanding educational opportunities and outcomes for every student.</u> • <u>Other duties as assigned.</u>
<p><u>MINIMUM QUALIFICATIONS:</u></p> <ul style="list-style-type: none"> • <u>BA/BS required; Advanced degree preferred</u> • <u>The successful candidate will have a minimum of five years experience in the community, wrap-around services, health, parent engagement or educational sector</u> • <u>Experience working with schools in an underserved community required and credentialed school leadership desired</u> • <u>Strong organizational, administrative, presentation, verbal and written communication skills</u> • <u>Strong project management skills and background</u> • <u>Experience in effectively managing others</u> • <u>The candidate will have a proven record of developing successful large-scale creative initiatives that incorporate inspired ideas and innovative solutions</u> • <u>Must clear a LiveScan criminal background check</u> • <u>Must clear a TB Risk Assessment</u> • <u>Must complete Mandated Reporter training</u>
<p><u>MINIMAL PERFORMANCE MEASURES:</u></p> <ul style="list-style-type: none"> • <u>Ability to achieve outcomes as prescribed by the Chief Executive Officer</u> • <u>Ability to work closely with charter schools to build robust culture of athletes, activists and academic achievers.</u> • <u>Ability to complete minimal responsibilities as outlined in this description</u>
<p><u>WHO EVALUATES & HOW OFTEN:</u></p> <ul style="list-style-type: none"> • <u>Chief Executive Officer</u> • <u>Twice a year</u>

ROLE: Sr. Director of Information Technology

MINIMAL RESPONSIBILITIES:

- Technical Responsibilities
- Establishes, implements and oversees all aspects of the organization's technology systems, best practices, policies and procedures
- Optimize IT operations and infrastructure to improve efficiency, reduce costs, and provide a seamless technology experience

<ul style="list-style-type: none"> • <u>Executes start-of-school year processes that include provisioning and maintaining systems and assigning technology to students and staff</u> • <u>Implement and oversee cybersecurity, risk management, and disaster recovery programs</u> • <u>Plans, organizes, controls, and directs technology services, equipment, software, and activities; develops, implements, and maintains technology systems and services</u> • <u>Ensures Acceptable Use Policies are followed and updated as needed</u> • <u>Supports, monitors, manages, and evaluates educational technology needs and programs, in collaboration with School Leadership</u> • <u>Management and Training Responsibilities</u> • • <u>Directs staff and students in the care and use of technology</u> • <u>Instructs staff for the purpose of complementing classroom instruction with various software applications and the use of electronic technology</u> • <u>Directly supervises, trains, and develops Technology Managers and IT Support Technicians to build a high-performing technology team</u>
<u>MINIMUM QUALIFICATIONS:</u> <ul style="list-style-type: none"> • <u>10+ years of IT leadership experience including managing large, complex technology environments</u> • <u>Any combination of education, training and/or experience equivalent to: a Bachelor's degree in a computer or engineering-related field and three years' experience maintaining network infrastructure and troubleshooting hardware and software in a multi-site, multi-OS environment</u> • <u>Experience using and supporting instructional computer applications in a classroom</u> • <u>Classroom or teaching experience a plus</u> • <u>Minimum 3 years demonstrated leadership in administrative or supervisory assignments</u> • <u>Experience in the K-12 school setting</u> • <u>Training or professional development experience highly preferred</u> • <u>Must clear a LiveScan criminal background check</u> • <u>Must clear a TB Risk Assessment</u> • <u>Must complete Mandated Reporter training</u>
<u>MINIMAL PERFORMANCE MEASURES:</u> <ul style="list-style-type: none"> • <u>Ability to achieve outcomes as prescribed by the Chief Operations Officer</u> • <u>Ensure charter schools operate efficiently to maximize their resource potential.</u> • <u>Ability to complete minimal responsibilities as outlined in this description</u>
<u>WHO EVALUATES & HOW OFTEN:</u> <ul style="list-style-type: none"> • <u>Chief Operations Officer</u> • <u>Twice a year</u>

ROLE: Sr. Director of People & Operations

MINIMAL RESPONSIBILITIES:

- Human Resources
- Design, develop, and implement policies, processes, training and initiatives to support the Organization's strategic needs and ensure human resource compliance
- Lead the Human Resources team in efficiently performing all functions throughout the employee life cycle, including but not limited to recruiting, interview scheduling, onboarding, performance management, training & development, leaves, employee discipline, and terminations
- Manage the continuous development of the Employee Handbook, ensuring legal and regulatory compliance, and enforcement of all policies and procedures therein
- Plan and administer the total rewards system, including compensation and benefits strategy, ensuring LAPF remains competitive in the LA nonprofit and education sector

- Oversee all HRIS systems, ensuring both operational and budgetary efficiency
- Support and advise on the organization's Emergency response
- Act as an internal resource for all human resources-related employee needs
- Lead and support in communicating the organization's values and reinforcing the organization's culture
- As needed, support organizational leaders in coaching and training managers in their communication, feedback, recognition and interaction responsibilities with direct reports, making certain that managers know how to successfully, ethically, honestly and legally communicate with staff
- Develop and implement change management processes around talent development
- Lead and support in the management of employee relations, investigations and preparation of cases regarding employee grievances, appeals and complaints including facilitation of communication amongst staff and management
- Work closely with management and employees to improve work relationships, build morale, increase productivity and retention
- Lead and support performance management to ensure a continuous process of communication, clarifying job responsibilities, priorities, and performance expectations
- Provide support and advise on HR processes, systems and policy for our Westbrook Academy
- Ensure a high level of confidentiality relating to all HR matters
- Stay current on HR initiatives, analyze trends and implement recommended changes and programs to improve those metrics and outcomes
- Other duties as assigned

MINIMUM QUALIFICATIONS:

- Bachelor's degree or equivalent experience
- Minimum 5 - 7 years experience in full-cycle human resources management
- Minimum 3-4 years experience in a upper/senior management position
- PHR/SPHR certification preferred
- Experience working with nonprofit organizations preferred
- Experience working with K-12 schools preferred
- Must clear a LiveScan criminal background check
- Must clear a TB Risk Assessment
- Must complete Mandated Reporter training

MINIMAL PERFORMANCE MEASURES:

- Ability to achieve outcomes as prescribed by the Chief Operations Officer
- Ability to complete minimal responsibilities as outlined in this description

WHO EVALUATES & HOW OFTEN:

- Chief Operations Officer
- Twice a year

ROLE: Director of School Operations

MINIMAL RESPONSIBILITIES:

- Facilities
- Maintain and improve existing Charter School and organization facilities
- Lead the development of new facilities in partnership with COO & CEO
- Coordinate maintenance of schools sites with School Business Operations Managers (SBOMs)
- Monitor school site adherence to LA County Office of Education facility standards and manage inspection visits and corrections as required
- Support grant writing efforts related to Facility Development
- Manage state and federal rebates and subsidy programs related to Facilities

- Compliance
- Lead the schools' annual Safe School Plan updates, ensuring compliance with federal, state, and local regulations
- Manage the annual completion of the schools' Annual Reports and SARCs, in collaboration with the appropriate stakeholders (school leaders, data team, etc.)
- Assist with OSHA & workplace safety compliance
- General operations
- Lead the coordination of school transportation
- Manage charter vendor relations, in collaboration with the SBOMS
- Collaborate as needed on various operations projects and support program initiatives as they relate to the Director's core duties

MINIMUM QUALIFICATIONS:

- Bachelor's degree or equivalent experience
- Experience in developing facilities projects from start to finish
- Experience working with K-12 schools preferred
- Knowledge of local building codes and regulations
- Strong management, interpersonal and communication skills with the ability to work effectively with a wide range of stakeholders in a diverse community
- Ability to communicate effectively with the school community, including administrators and teachers
- Must clear a LiveScan criminal background check
- Must clear a TB Risk Assessment
- Must complete Mandated Reporter training

MINIMAL PERFORMANCE MEASURES:

- Ability to achieve outcomes as prescribed by the Chief Operations Officer
- Ensure charter schools operate efficiently to maximize their resource potential.
- Ability to complete minimal responsibilities as outlined in this description

WHO EVALUATES & HOW OFTEN:

- Chief Operations Officer
- Twice a year

ELEMENT 6. Health and Safety

Governing Law: 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 the charter school 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 (~~K-J~~), inclusive, of paragraph (2) of subdivision (a) of Section 32282. For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (L) of paragraph (2) of subdivision (a) of Section 32282.

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

Health and Safety Policies

RWWNHS WA has implemented a comprehensive plan of health, safety, and emergency response policies that are reviewed regularly with the staff, students, parents/guardians, and governing board. Below is a summary of the health and safety policies that have been adopted and implemented, in consultation with the Charter School's insurance provider:

1. The Charter School shall maintain a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identification of 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, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(~~K-J~~):
 - a. child abuse reporting procedures
 - b. routine and emergency disaster procedures
 - c. policies for students who committed an act under Education Code Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
 - d. procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
 - e. a discrimination and harassment policy consistent with Education Code Section 200
 - f. provisions of any school wide dress code that prohibits students from wearing "gang-related apparel," if applicable
 - g. procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
 - h. a safe and orderly environment conducive to learning
 - i. the rules and procedures on school discipline adopted pursuant to Education Code Sections 35291, 35291.5, 47605, and 47605.6
 - j. procedures for conducting tactical responses to criminal incidents
 - k. procedures to assess and respond to reports of any dangerous, violent, or unlawful activity that is being conducted or threatened to be conducted at the school, at an activity sponsored by the school, or on a schoolbus serving the school
 - l. a protocol in the event a pupil is suffering or is reasonably believed to be suffering from an opioid overdose
2. A requirement that all enrolled students who receive classroom-based instruction provide records documenting immunizations as is required at public schools pursuant to Health

and Safety Code Sections 120325-120375, and Title 17, California Code of Regulations Sections 6000-6075. All students entering the 7th grade must have two doses of Varicella and a Tetanus, Diphtheria, Pertussis (Tdap) booster prior to entering the 7th grade. Upon a student's admission or advancement to 6th grade, the Charter School shall submit to the student and their parent or guardian a notification that advises students to adhere to current immunization guidelines regarding human papillomavirus ("HPV") before admission or advancement to 8th grade, consistent with the requirements of Education Code Section 48980.4 and Health and Safety Code Section 120336. In accordance with the federal McKinney-Vento Homeless Assistance Act, RWWNHS WA will enroll new students who are homeless even if their immunization records are missing or unavailable at the time of enrollment. RWWNHS WA will also immediately enroll foster children transferring to the school even if a foster child is unable to produce immunization records normally required for school entry. Once a homeless student or a foster child is enrolled, RWWNHS WA staff works with the school or foster family where the student was transferred from to obtain the student's immunization records quickly. RWWNHS WA school staff also works with local health departments to ensure these students receive any vaccinations they may need. Records of student immunizations are maintained at the Charter School.

3. The Charter School will provide an information sheet regarding type 2 diabetes to the parent or guardian of incoming 7th grade students, pursuant to Education Code Section 49452.7.
4. Charter School employees, and volunteers who have frequent or prolonged contact with students, will be assessed and examined (if necessary) for Tuberculosis prior to commencing employment and working with students, and for employees, be reassessed at least every four years in accordance with Education Code Section 44691.
5. Policies and procedures for response to natural disasters and emergencies, including fires and earthquakes.
6. A policy requiring that instructional and administrative staff receive training in emergency response, including appropriate "first responder" training or its equivalent.
7. Policies relating to the administration of prescription drugs and other medicines, including epinephrine auto-injectors. The Charter School will adhere to Education Code Section 49414 regarding epinephrine auto-injectors and training for staff members; per AB 1651 (2023), the Charter School shall store emergency epinephrine auto-injectors in an accessible location upon need for emergency use and include that location in annual notices required by law. To the extent the Charter School maintains a stock of albuterol inhalers to respond to respiratory distress in students, the Charter School shall comply with the requirements of Education Code Section 49414.7, including with respect to training, notices, and the stocking of albuterol inhalers.
8. A policy that the Charter School shall comply with Education Code Section 47610 by utilizing facilities that are either compliant with the Field Act or facilities that are compliant with the California Building Standards Code. The Charter School agrees to test sprinkler systems, fire extinguishers, and fire alarms annually at its facilities to ensure that they are maintained in an operable condition at all times. The Charter School shall conduct fire drills as required under Education Code Section 32001.
9. Student health screenings shall be conducted in conformance with state law, including state mandated screenings for vision, hearing, and scoliosis. The Charter School will adhere to Education Code Section 49450 *et seq.* (including Education Code Section

- 49455.5) as applicable to the grade levels served by the Charter School. The Charter School may utilize outside contractors to conduct the state mandated screenings.
10. A policy establishing that the school functions as a drug, alcohol, and tobacco free environment.
 11. A requirement that each employee and contractor of the Charter School submit to a criminal background check and furnish a criminal record summary as required by Education Code sections 44237 and 45125.1. Applicants for employment must submit two sets of fingerprints to the California Department of Justice for the purpose of obtaining a criminal record summary. The Charter School shall not hire any person, in either a certificated or classified position, who has been convicted of a violent or serious felony except as otherwise provided by law, pursuant to Education Code Sections 44830.1 and 45122.1. Volunteers who will volunteer outside of the direct supervision of a credentialed employee shall be fingerprinted and receive background clearance prior to volunteering without the direct supervision of a credentialed employee.
 12. A policy for reporting child abuse, acts of violence, and other improprieties as mandated by federal, state, and local agencies. All employees will be mandated child abuse reporters and will follow all applicable reporting laws. The Charter School shall provide mandated reporter training to all employees annually in accordance with Education Code Section 44691.
 13. A policy on student suicide prevention in accordance with Education Code Section 215. The Charter School shall review, at minimum every fifth year, its policy on pupil suicide prevention and, if necessary, update its policy. Pursuant to AB 58 (2021-22), the Charter School will also review and update its suicide prevention policy by January 1, 2025 to incorporate best practices identified by the California Department of Education's model policy, as revised.
 14. An infectious control plan for dealing with blood borne pathogens and other potentially infectious materials in the workplace.
 15. The Charter School shall identify and implement the most appropriate methods of informing parents and guardians of students in grades 6-9 through 12 of human trafficking prevention resources.
 16. The Charter School shall stock the school's restrooms at all times with an adequate supply of menstrual products, available and accessible, free of cost, in all women's restrooms and all-gender restrooms, and in at least one men's restroom. The Charter School shall post a notice regarding the requirements of this section in a prominent and conspicuous location in every restroom required to stock menstrual products, available and accessible, free of cost, pursuant to this section. This notice shall include the text of this section and contact information, including an email address and telephone number, for a designated individual responsible for maintaining the requisite supply of menstrual products.
 17. On or before July 1, 2026, the Charter School shall provide and maintain at least one all-gender restroom for voluntary student use at each of its schoolsites that has more than one female restroom and more than one male restroom designated exclusively for student use. The restroom shall have signage identifying the bathroom as being open to all genders, it shall remain unlocked, unobstructed, and easily accessible by any student, and be available during school hours and school functions when students are present. The Charter School shall designate a staff member to serve as a point of contact and to post a notice regarding these requirements.

18. The Charter School shall provide breakfast and lunch free of charge during each school day to any pupil who requests a meal without consideration of the pupil's eligibility for a federally funded free or reduced-price meal, with a maximum of one free meal for each meal service period. The meals provided under this paragraph shall be nutritionally adequate meals that qualify for federal reimbursement. The Charter School shall provide each student adequate time to eat as determined by the Charter School in consideration of available guidance.
19. As of the 2024-25 school year and except where a field trip or other educational program is taking place, if the Charter School provides recess, to the extent required by Education Code Section 49056, the Charter School shall provide supervised and unstructured recess, distinct from physical education courses and mealtimes, of at least 30 minutes on regular instructional days and at least 15 minutes on early release days. The Charter School shall not restrict a student's recess unless there is an immediate threat to the physical safety of the student or one or more of their peers.
20. 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 (Education Code Section 51930, *et seq.*).
21. If the Charter School offers one or more courses in health education to students in middle or high school, the Charter School shall include in those courses instruction in mental health that meets the requirements of Education Code Section 51925, et seq.
22. The Charter School shall create and post a poster at the school site identifying approaches and resources addressing student mental health in compliance with Education Code Section 49428.5. The poster shall be displayed in English and the primary language(s) spoken by 15 percent or more of students enrolled at the school site. The poster shall be prominently and conspicuously displayed in appropriate public areas that are accessible to, and commonly frequented by, students at the school site. The poster shall also be digitized and distributed online to students through social media, internet websites, portals, and learning platforms at the beginning of each school year.
23. A policy that prohibits discrimination and sexual harassment, as well as any harassment based upon the actual or perceived characteristics of race, religion, creed, color, gender, gender identity, gender expression, nationality, national origin, ancestry, ethnic group identification, genetic information, age, medical condition, marital status, sexual orientation, sex and pregnancy, physical or mental disability, childbirth or related medical conditions, military and veteran status, denial of family and medical care leave, or on the basis of a person's association with a person or group with one or more of these actual or perceived characteristics, or any other basis protected by federal, state, local law, ordinance or regulation. A copy of the policy shall be provided as part of any orientation program conducted for new and continuing pupils at the beginning of each quarter, semester, or summer session, as applicable, and to each faculty member, all members of the administrative staff, and all members of the support staff at the beginning of the first quarter or semester of the school year, or at the time that there is a new employee hired. 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 the school site and in public areas at the school site that are accessible to, and commonly frequented by, pupils.

24. As of July 1, 2024, the Charter School shall establish, implement, and maintain, at all times in all work areas, an effective workplace violence prevention plan consistent with the requirements of Labor Code Section 6401.9.
25. Procedures for preventing acts of bullying, including cyberbullying. The Charter School shall annually make available the online training module developed by the CDE pursuant to Education Code Section 32283.5(a) to certificated school site employees and all other school site employees who have regular interaction with children.
26. The Charter School will comply with all applicable laws related to health and safety policies and procedures surrounding athletic programs at charter schools, including but not limited to providing information to athletes regarding sudden cardiac arrest and annually providing each athlete an Opioid Factsheet for Patients. In the event the Charter School participates in any interscholastic athletic programs, it shall comply with all applicable requirements, including, but not limited to, adopting a written emergency action plan for sudden cardiac arrest or other medical emergencies related to athletic programs, and acquiring at least one automated external defibrillator. Further, Charter School's emergency action plan shall describe the location of emergency medical equipment and include a description of the manner and frequency at which the procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, including concussion and heat illness will be rehearsed. By July 1, 2024, coach training shall include recognition of the signs and symptoms of and responding to concussions, heat illness, and cardiac arrest. In the event the Charter School participates in the California Interscholastic Federation it shall, on or before April 1, 2025, post on its website a standardized incident form as developed by the CDE to receive complaints of racial discrimination, harassment, or hazing alleged to occur at high school sporting games or sporting event and shall include instructions on how to submit a completed incident form consistent with Education Code Section 33353.
27. Commencing with the 2025-26 school year and ending with completion of the 2029-30 school year, the charter school shall use an online training delivery platform and curriculum to provide at least 1 hour of required LGBTQ cultural competency training annually to teachers and other certificated employees and maintain records of such training as required by Education Code Section 218.
28. The Charter School shall comply with all requirements under Education Code Sections 49390-49395 regarding mandatory reporting in response to homicidal threats. All employees and Board members who are alerted to or who observe any threat or perceived threat in writing or through an action of a student that creates a reasonable suspicion that the student is preparing to commit a homicidal act related to school or a school activity shall make a report to law enforcement.
29. At the beginning of the first semester, the Charter School shall distribute a notice to the parents/guardians of each student addressing California's child gun access prevention laws and laws related to firearm safety utilizing the most updated model language published by the California Department of Education.
30. Effective July 1, 2025, the Charter School shall comply with the requirements of Education Code Section 39875(c), if applicable, relating to background checks and testing for individuals providing transportation services for students.
31. The Charter School, upon receipt of a request from a student's parent or guardian, may designate one or more volunteers to receive initial and annual refresher training, based on the standards developed pursuant to Education Code Section 49468.2(c), regarding the

emergency use of anti-seizure medication from the school nurse or other qualified person designated by an authorizing physician and surgeon.

32. In accordance with Education Code Section 17660, et seq., the Charter School shall ensure that facilities have heating, ventilation, and air conditioning (HVAC) systems that meet specified minimum ventilation rate requirements, unless the existing HVAC system is not capable of safely and efficiently providing the minimum ventilation rate, in which case the Charter School ensure that its HVAC system meets the minimum ventilation rates in effect at the time the building permit for installation of that HVAC system was issued.
33. In accordance with Education Code Section 3552, the Charter School shall report any cyberattack impacting more than 500 pupils or personnel to the California Cybersecurity Integration Center.

ELEMENT 7. Student Population Balance

Governing Law: "The means by which the charter 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. Upon renewal, for a charter school not deemed to be a local educational agency for purposes of special education pursuant to Section 47641, the chartering authority may consider the effect of school placements made by the chartering authority in providing a free and appropriate public education as required by the federal Individuals with Disabilities Education Act (Public Law 101-476), on the balance of pupils with disabilities at the charter school." (Ed. Code § 47605(c)(5)(G).)

RWWNHS WA focuses most of its efforts on recruiting throughout the community surrounding the Charter School. Our recruitment strategy consists of canvassing adjacent neighborhoods, outreach to local businesses and feeder schools and establishing a presence at community events. Outside of participating in community events, we've also hosted informational events spanning from new student open houses, new family campus visits, and meet and greet dinners for prospective families. For example, during the 2020-21 school year, Charter School staff held Open Houses and informational sessions, sent out mailings, door hangers in the community, distribution of flyers at the Food Pantry, utilized Community Partner listservs and virtual presentations at local schools. These informational events include information on the application process and how the public random drawing (lottery) will operate. Additionally, we have invested in updated collateral materials and have purchased local radio and out of home advertisements. Given the need for robust annual recruitment efforts, RWWNHS WA also has an established dedicated bilingual recruitment team to engage local communities and stakeholders in both English and Spanish. The Charter School Principal, Director of Family and Community Outreach, and student leadership members serve as the Charter School's tour welcoming committee and ambassadors. We do believe this strategy has been successful in recruiting an applicant pool that is reflective of the racial and ethnic diversity of our community in South Los Angeles region (South Central & Southeast including the cities of Bell and South Gate. Moving forward, in compliance with applicable requirements, the Charter School shall expand its recruitment efforts to achieve a balance of racial and ethnic students, special education students and English Learners that is reflective of the general population residing within the territorial jurisdiction of the District.

To adjust to the onset of the pandemic and public health officials' social distancing guidelines, we have shifted to a digital approach to continue our outreach and enrollment efforts. This includes leveraging new platforms like Schola to help families better locate ~~Russell Westbrook Why Not? High School~~ Westbrook Academy online. We have also invested in paid Facebook and Instagram social ads, both in English and Spanish, to extend our reach to prospective families. We have also continued to do mailers and used vendors to distribute door hangers with enrollment information to target neighborhoods.

While open to all students, ~~RWWNHS WA~~ will seek to serve the students who reside in the South Los Angeles primarily the Vermont/Slauson area and ~~city of Bell~~ South East Los Angeles region.

Outreach Plan:

- All year (ongoing) – Implement strategic marketing efforts such as fliers, mailings (these will be sent out to families of students who live within a minimum 3 mile radius from the Charter School), community meetings, social media ads; distribute Charter School information at various shopping centers, community agencies or community events such as street fairs, vaccination clinics, church luncheons/events and our food pantry; direct school recruitment at schools such as Barack Obama Global Prep, Audubon Middle School, John Muir Middle School, Clinton Middle School, Bell Gardens Intermediate School, Orchard Academies and others in the neighborhood, notify school community of waiting list interest forms and post waiting list interest form on website. The Charter School will also utilize platforms such as Schola and Apply LA to reach out to interested families.
- December – Display lottery information in prominent location at the Charter School site.
- October-February – Hold open house/informational meeting to inform parents of the academic program at ~~RWWNHS WA~~. Reconfirm with families the exact date of the lottery drawing and procedures.
- February/March – Public lottery
- April – Enrollment from lottery

Below is a comparison of Los Angeles Unified School District's and ~~RWWNHS WA~~'s student demographics for the 2018-19 and 2019-20 school years (in percent):

Racial /Ethnic Group	2018-2019		2019-2020	
	LAUSD	RWWNHS WA	LAUSD	RWWNHS WA
Black or African American	8.4	33.0	7.7	30.1
Asian	4.0	1.0	3.6	0.0
Filipino	2.0	0.0	1.9	0.0
Hispanic or Latino	74.1	63.9	74.1	66.7
White	10.7	1.0	10.3	0.0

Two or More Races	0.2	1.0	1.6	0.7
Students with Disabilities	13.0	22.7	11.4	27.5
English Learners	20.3	23.7	20.0	34.6
Redesignated Fluent English Proficient (RFEP)	29	27.8	28.3	24.8

Source: DataQuest- <https://dq.cde.ca.gov/dataquest/>

~~RWWNHS~~ WA will maintain an accurate accounting of the balance of ethnic and racial students, special education students, and English Learners enrolled in the Charter School. It will also keep on file documentation on the efforts the Charter School made to achieve a balance of racial and ethnic students, special education students and English Learners that is reflective of the general population residing within the territorial jurisdiction of the District.

The Charter School will maintain a website that allows parents and students to learn about the Charter School.

ELEMENT 8. Admission Policies and Procedures

Governing Law: Admission policies and procedures, consistent with [Education Code Section 47605] subdivision (e). Ed. Code Section 47605 (c)(5)(H).

~~Russell Westbrook Why Not? High School~~ Westbrook Academy shall admit all students who wish to attend the Charter School as outlined in Education Code, section 47605(e)(2)(A).

~~Russell Westbrook Why Not? High School~~ Westbrook Academy has no specific admissions requirements. No test or assessment shall be administered to students prior to acceptance and enrollment into the Charter ~~has no specific admissions requirements.~~ ~~Russell Westbrook Why Not? High School Westbrook Academy~~ shall not discriminate against any student 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. ~~RWWNHS WA~~ shall be nonsectarian in its programs, curriculum, and operations. ~~RWWNHS WA~~ does not charge tuition. ~~RWWNHS WA~~ shall adhere to all state and federal laws establishing the minimum and maximum age of students for public school attendance in charter schools. Admission, except in the case of a public random drawing, shall not be determined by the place of residence of the pupil or his or her parent or legal guardian within the state. In accordance with Education Code Sections 49011 and 47605(e)(2)(B)(iv), admission preferences shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment.

In accordance with Education Code Section 47605(e)(4)(A), the Charter School shall not discourage a pupil from enrolling or seeking to enroll in the charter 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), including 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. Similarly, in accordance with Section 47605(e)(4)(C), the 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 the academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code Section 47605(e)(2)(B)(iii), as listed above.

Pursuant to Education Code Section 47605(e)(4)(D), the Charter School shall post a notice developed by the CDE on the Charter School website, outlining the requirements of Section 47605(e)(4), and make this notice available to parents/guardians or a pupil who is 18 years of age or older: (i) when a parent/guardian, or pupil inquires about enrollment; (ii) before conducting an enrollment lottery; and (iii) before disenrollment of a pupil.

Intent to Enroll

Each party interested in enrolling at ~~RWWNHS WA~~ Westbrook Academy will be asked to complete an intent to enroll form (also known as a lottery form) during an open enrollment period with a specified deadline. Following the deadline, lottery forms shall be counted to determine whether any grade level has received more forms than availability.

If there are less lottery forms than availability for any grade levels, a lottery will not be necessary for those grade levels, and applicants will receive an offer of enrollment within 5 days after the deadline.

If by the lottery form deadline, the number of completed lottery forms exceeds the grade-level capacity, a random, public lottery, to be held within 14 days from the lottery form deadline, will determine enrollment. Written information about the lottery shall be available to each interested party as described in the Lottery Procedures.

If by the lottery form deadline, the number of completed lottery forms exceeds the grade-level capacity, a random public drawing (lottery) shall be held within 14 days from the lottery form deadline, and will determine admission to the Charter School. Written information about the lottery shall be available to each interested party as described in the Lottery Procedures below.

Open Enrollment Period

~~Russell Westbrook Why Not? High School~~ Westbrook Academy anticipates that the open enrollment period may start in the fall semester and last until the lottery takes place (if necessary).

Enrollment/Lottery timeline:

- All year (ongoing) – Implement strategic marketing efforts such as fliers, mailings (these will be sent out to families of students who live within a minimum 3 mile radius), community meetings, social media ads; distribute school information at various shopping centers, community agencies or community events such as street fairs, vaccination clinics, church luncheons/events and our food pantry; direct school recruitment at schools such as Barack Obama Global Prep, Audubon Middle School, John Muir Middle School, Clinton Middle School, Bell Gardens Intermediate School, Orchard Academies and others in the neighborhood, notify school community of waiting list interest forms and post waiting list interest form on website. The Charter School will also utilize platforms such as Schola and Apply LA to reach out to interested families.

By December – Establish lottery form deadline and public lottery date. Display lottery information in prominent location at the school site and on the Charter -School's website.

October-February – Hold open house/informational meeting to inform parents of the academic program at ~~RWWNHS~~ WA. Reconfirm with families the exact date of the lottery drawing and procedures.

February/March – Lottery form deadline and within 14 days of the lottery form deadline, hold public lottery.

April – The complete Enrollment Packet from families is due.

~~Russell Westbrook Why Not? High School~~ Westbrook Academy may reach out to local feeder schools, community centers, local businesses and families with information about enrollment in the Charter School. Interested families and parties, may request information about the timeline,

rules and procedures that are followed during the open enrollment period and lottery processes. This information will be made available verbally, online and in print form.

Lottery Preferences

Existing students¹⁸ will be exempt from the public random drawing, and shall be guaranteed admission in the following school year. In the event a lottery is necessary to determine admission for the impacted grade level, admission preferences shall be given in the following order:

- 1) Students who live within LAUSD boundaries
- 2) Siblings of students admitted to or attending ~~RWWNHS~~ WA
- 3) Children of ~~RWWNHS~~ WA employees or LA Promise Fund employees

The Charter School and the County agree to adhere to the requirements related to admission preferences as set forth in Education Code Section 47605(e)(2)(B)(i)-(iv).

Lottery Procedures

In the event that a lottery needs to be held, it will be conducted no later than March 31st. The lottery will be conducted at the Charter School. If the lottery is not held at the Charter School, ~~RWWNHS~~ WA will ensure that the location is reasonably accessible to all interested stakeholders who wish to attend.

Families who submitted a completed lottery form by the close of the lottery form deadline will be notified in writing of the lottery's date, time, location and rules at least five days prior to the lottery date.

Within 5 days after the lottery deadline, if there are more applicants than seats available, then the CEO will designate a neutral non-~~RWWNHS~~ WA employee to apply the admission preferences as follows:

Segment 1: If there are applicants that meet all three preferences (#1, #2 & #3), and there are more available seats than applicants, these applicants will automatically be admitted and the number of available seats will be reduced. If there are more applicants that meet all three preferences than seats available, all applicants in this segment will participate in a lottery.

Thereafter, Segment 2: if after segment 1 students have been admitted, and there are applicants that meet the first two preferences (#1 and #2) and there are more available seats than applicants, these applicants will automatically be admitted from the remaining seats, and the number of available seats will be reduced respectively. If there are more applicants that meet the first two preferences (#1 and #2) than seats available, all applicants in this segment will participate in a lottery.

Subsequently Segment 3: if after segment 1 students and segment 2 students, there are applicants that have both preference #1 and #3, and there are more available seats than applicants, these

¹⁸ For the 2024-25 school year, students enrolled in Russell Westbrook Why Not? Middle School shall be deemed "existing students" of Westbrook Academy, such that they are admitted to the Charter School prior to any admission lottery.

applicants will automatically be admitted and the number of available seats will be reduced accordingly for the remaining applicants.

Subsequently Segment 4: to first admit students eligible for at least one preference who do not fit into segments 1-3—which would include students with: (i) preferences #2 & 3; (ii) preference #1; (iii) preference #2; and (iv) preference #3, and then have a final segment for all remaining students who do not qualify for any preference.

The Charter School will conduct the lottery using an automated computer system. A lottery conducted by an automated computer system, will be administered by a neutral non-RWWNHS WA employee designated by the CEO. The computer running the lottery will be connected to a projector so that the process is observable to those in attendance.

Applicants will be admitted to the Charter School in the order they are drawn, up to the grade level capacity.

After the acceptance list is set, a waitlist will be created and maintained. Should vacancies occur, admission will be offered to applicants on the waitlist in the order their names appear. The Charter School will continue to accept lottery forms following the end of the open enrollment period, with lottery forms held in abeyance for a subsequent lottery, if necessary.

Communication

The acceptance list and wait list will be made public as soon as practicable and posted at the school. Parents/guardians of applicants on the enrollment list and wait list will also receive letters from the school within 5 days after the lottery. Parents/guardians of applicants that submitted a lottery form will receive the 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. The offer of enrollment will include instructions detailing how to complete and return the enrollment packet via U.S. Postal Mail or in person. The Charter School shall not request a pupil's records or require a parent, guardian, or pupil to submit the pupil's records to the Charter School before enrollment.

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

ELEMENT 9. Annual Financial Audit

Governing Law: 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).)

Each fiscal year an independent auditor certified by the State of California will conduct an audit of the financial affairs of ~~Russell Westbrook Why Not? High School~~ Westbrook Academy and LA Promise Fund to verify the accuracy of the Charter School's financial statements, attendance and enrollment accounting practices, and internal controls, as required by Education Code Sections 47605(c)(5)(I) and 47605(m). The books and records of the Charter School will be kept in accordance with generally accepted accounting principles. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The LA Promise Fund Board of Directors or its designated subcommittee (audit committee), will select an auditor based upon their relevant experience with school finance and charter school finance, auditing team experience, proposed fees, and other relevant criteria. Persons involved in selecting and overseeing the auditor's work will not have a direct, personal financial stake in matters audited, and the auditors will report directly to the Board of Directors or its designated subcommittee. The LA Promise Fund Board of Directors will retain auditors to conduct independent financial audits, which will employ generally accepted accounting principles and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Controller General of the United States.

The LA Promise Fund Chief Executive Officer or designee, and when applicable, in collaboration with the organization's business services provider, will be responsible for contracting and overseeing the independent financial audit. Designated staff will provide auditors with all the required documentation for audit execution.

To the extent required under applicable federal laws for audits of the major federal programs, the audit scope will expand to be in compliance with the requirements described in applicable Office of Management and Budget Circulars.

The annual audit will be completed and forwarded to the County Superintendent of Schools, the State Controller, and to the CDE by the 15th of December of each year.

The audit committee will review any school audit findings and report recommendations on resolution to the Board's School Committee. The findings and report recommendations will be incorporated in a timely manner (within 60 days of the end of the audit) and fully implemented prior to the end of the fiscal year following the year under audit. The Board of Directors will submit a report to LACOE describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of LACOE. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law. The independent fiscal audit of the LA Promise Fund Charter Schools is a public record, to be provided to the public upon request.

ELEMENT 10. Suspension and Expulsion Procedures

“The procedures by which pupils can be suspended or expelled 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:

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

(iv) 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.

(v) 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 homeless child or youth, or a foster child or youth, in the native language of the homeless or foster child’s educational rights holder. In the case of a foster child or youth, the written notice shall also be provided to the foster child’s attorney and county social worker. If the pupil is an Indian child, as defined in Section 224.1 of the Welfare and Institutions Code, the written notice shall also be provided to the Indian child’s tribal social worker and, if applicable, county social worker. The written notice shall inform the pupil, the pupil’s parent or guardian, the homeless child’s educational rights holder, the foster child’s educational rights holder, attorney, and county social worker, or the Indian child’s tribal social worker and, if applicable, county social worker of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent or guardian, the homeless child’s educational rights holder, the foster child’s educational rights holder, attorney, or county social worker, or the Indian child’s tribal social worker or, if applicable, county social worker 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).

~~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 school days 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).~~

(vi) A foster child’s educational rights holder, attorney, and county social worker and an Indian child’s tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information.” Ed. Code § 47605(c)(5)(J).

Suspension and Expulsion Policy

The Suspension and Expulsion Policy and Procedures have been established in order to promote learning and protect the safety and well being of all students at the Charter School. In creating this policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describe the offenses for which students at non charter schools may be suspended or expelled and the procedures governing those suspensions and expulsions in order to establish its list of offenses and procedures for suspensions, expulsions, and involuntary removal. The language that follows is largely consistent with the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions, expulsions, and involuntary removals, and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion.

Consistent with this Policy, it may be necessary to suspend or expel a student from regular classroom instruction. This shall serve as the Charter School's policy and procedures for student suspension, expulsion, and involuntary removal, and it may be amended from time to time without the need to seek a material revision of the charter so long as the amendments comport with legal requirements. Charter School staff shall enforce disciplinary policies and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed annually as part of the Student/Parent Handbook which will clearly describe discipline expectations.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of this Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

The Charter School administration shall ensure that students and their parents/guardians¹⁹ are notified in writing upon enrollment of all discipline and involuntary removal policies and procedures. The notice shall state that this Policy and its Procedures are available upon request at the main office.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

Discipline Policy

Students shall not be suspended or expelled for academic failure. Students shall only be suspended or expelled for enumerated offenses outlined in the Suspension and Expulsion Policy and Procedures, included herein and in the ~~RWWNHS~~ WA Parent-Student Handbook.

¹⁹ The Charter School shall ensure that a homeless child or youth's educational rights holder; a foster child or youth's educational rights holder, attorney, and county social worker; and an Indian child's tribal social worker and, if applicable, county social worker have the same rights as a parent or guardian has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, involuntary removal notice, and other documents and related information. For purposes of this Policy and its Procedures, the term "parent/guardian" shall include these parties.

Upon enrollment and at the beginning of each school year, ~~RWWNHS~~ WA families will each receive a copy of the Student/Parent Handbook in their Enrollment Packets and be asked to review the Handbook and agree in writing to abide by the provisions of the Student/Parent Handbook, including the Charter School's Suspension and Expulsion Policy and Procedures.

Teachers will be trained during professional development meetings to use effective classroom management strategies to maximize instruction and minimize student misbehavior, and there will be school-wide systems for assigning both positive and negative consequences. Positive consequences include privileges such as lunch with teachers and free dress. Students who do not adhere to stated expectations for behavior and who violate the school's rules may expect consequences for their behavior. Consequences may include, but are not limited to:

- Warning, verbal and/or written
- Individual conference with the teacher
- Loss of privileges
- Individual behavior contract
- Referral to the School Director or other school staff member
- Notices to parents by telephone or letter
- Parent conference, at school or during a home visit
- Suspension
- Expulsion

Any student who engages in repeated violations of the Charter School's behavioral expectations, or a single severe infraction, will be requested to attend a meeting with the Charter School's staff and with their parents. The Charter School will prepare a specific, written agreement outlining future student conduct expectations, timelines, and consequences for failure to meet the expectations which may include, but are not limited to, suspension or expulsion.

~~RWWNHS~~ WA will be a positive and progressive place of learning. The discipline system is designed to create a culture of learning and the Code of Conduct is created to be preventative. Teachers will use a range of lower-level consequences (nonverbal cues, conferencing with student, loss of privileges, etc.) before resorting to more serious consequences. However, the Charter School shall maintain clear policies and procedures governing suspension and expulsion, as outlined below. Suspended students will be responsible for making up all missed work within specified timetable.

The Charter School is shifting towards a positive approach to managing student behavior and using Positive Behavioral Interventions and Support and restorative justice practices. PBIS is an evidence-based framework for developing behavior in order to create a positive environment for learning. Our Charter School encourages good behavior. By adopting this schoolwide approach, our collective assumptions, which guide both administration and staff are the following: (a) we can effectively teach appropriate behavior to all students, (b) we must intervene early, (c) use a multi-modal approach and tiered delivery of a range of services, (d) monitor student progress, and (e) use multiple sources of data to make informed, intuitive, and empathic decisions that are sound and grounded and in the students' best interest.

However, when warranted, there are times when the Charter School will offer in-school suspensions and Saturday School. In school suspension will consist of (a) students completing reflective logs and written work on self-awareness and self-regulation, (b) 1 to-1 coaching sessions with an administrator, counselor or appropriate staff member, (c) community beautification projects, (d) completion of the day's classroom assignments, and/or (e) assignments and tasks deemed appropriate to match the situation given by the Principal and/or Assistant Principal. Unlike the conventional and punitive approach to Saturday School, which focused on punishment, in extreme cases where students are given a Saturday School the focus will be on developing emotional intelligence, self-awareness and social skills. Thus, the time spent will be centered around articles, readings, videos, and assignments on self-regulation, given in the form of a workshop. Saturday School will run no more than 3 hours in duration. Start and end times shall be determined by the Principal and notified to the student and their parents/guardians.

Students with Disabilities

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

Involuntary Removal

No student shall be involuntarily removed by the Charter School for any reason unless the parent/guardian of the student has been provided written notice of intent to remove the student no less than five (5) 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/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 the student, the student's parent/guardian, or educational rights holder of the basis for which the student is being involuntarily removed and the student's parent/guardian, or educational rights holder's right to request a hearing to challenge the involuntary removal. If a student's 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 below.

Procedures

A. Grounds for Suspension and Expulsion of Students

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

B. Enumerated Offenses

1. Discretionary Suspension Offenses. Students may be suspended when it is determined the student:
 - a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
 - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in Education Code Section 233(e). This provision shall apply to students in any of grades 9 to 12, inclusive.

- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.
 - t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
 - 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - u) A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (1)(a)-(b).
 - v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal/Director of Schools or Principal/Director of Schools’ designee’s concurrence.
2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion when it is determined the student:
- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any device of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.
 - b) Brandished a knife at another person.

- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
 - d) Committed or attempted to commit a sexual assault or committed a sexual battery as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code or committed a sexual battery as defined in Penal Code Section 243.4.
3. Discretionary Expellable Offenses: Students may be recommended for expulsion when it is determined the student:
- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
 - b) Willfully used force or violence upon the person of another, except self-defense.
 - c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
 - d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property, which includes but is not limited to, electronic files and databases.
 - g) Stole or attempted to steal school property or private property, which includes but is not limited to, electronic files and databases.
 - h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of a student's own prescription products by a student.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
 - k) Knowingly received stolen school property or private property, which includes but is not limited to, electronic files and databases.

- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this policy, “hazing” means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. For purposes of this policy, “hazing” does not include athletic events or school-sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes but is not limited to, electronic files and databases. For purposes of this policy, “terroristic threat” shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for their own safety or for their immediate family’s safety, or for the protection of school property, which includes but is not limited to, electronic files and databases, or the personal property of the person threatened or their immediate family.
- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this policy, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the victim to be sufficiently severe or pervasive to have a negative impact upon the individual’s academic performance or to create an intimidating, hostile, or offensive educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This provision shall apply to students in any of grades 9 to 12, inclusive.

- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This provision shall apply to students in any of grades 9 to 12, inclusive.
 - t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
- 1) “Bullying” means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i. Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of their age, or for a person of their age with exceptional needs) or students in fear of harm to that student’s or those students’ person or property.
 - ii. Causing a reasonable student to experience a substantially detrimental effect on their physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with their academic performance.
 - iv. Causing a reasonable student to experience substantial interference with their ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) “Electronic Act” means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i. A message, text, sound, video, or image.
 - ii. A post on a social network Internet Web site including, but not limited to:
 - (a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - (b) Creating a credible impersonation of another actual student for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a student for the purpose of bullying the student and such that another student would reasonably believe, or has reasonably believed, that the student was or is the student who was impersonated.

- (c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious student or a profile using the likeness or attributes of an actual student other than the student who created the false profile.
 - iii. An act of cyber sexual bullying.
 - (a) For purposes of this policy, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a student to another student or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - (b) For purposes of this policy, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3. Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - u) A student who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a student who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the victim suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (3)(a)-(b).
 - v) Possessed, sold, or otherwise furnished any knife or other dangerous object of no reasonable use to the student unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal/Director of Schools or Principal/Director of Schools’ designee’s concurrence.
- 4. Non-Discretionary Expellable Offenses: Students must be recommended for expulsion for any of the following acts when it is determined pursuant to the procedures below that the student:
 - a) Possessed, sold, or otherwise furnished any firearm, explosive, or other destructive device unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal/Director of Schools or designee’s concurrence.

- b) Brandished a knife at another person.
- c) Unlawfully sold a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- d) Committed or attempted to commit a sexual assault or committed a sexual battery, as defined in Penal Code Sections 261, 266c, 286, 287, 288, or 289 or former Section 288a of the Penal Code, or committed a sexual battery as defined in Penal Code Section 243.

If it is determined by the Charter School Discipline Committee and/or School Committee that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or destructive device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the student shall be provided due process rights of notice and a hearing as required in this policy.

The Charter School will use the following definitions:

- 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 a 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.

C. Suspension Procedure

Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal/Director of Schools or the Principal’s/Director of Schools’ designee with the student and the student’s parent/guardian and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Principal/Director of Schools or designee.

The conference may be omitted if the Principal/Director of Schools 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 Charter School personnel. If a student is

suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of a conference.

At the conference, the student shall be informed of the reason for the disciplinary action and the evidence against the student and shall be given the opportunity to present their version and evidence in their defense, in accordance with Education Code Section 47605(c)(5)(J)(i). This conference shall be held within two (2) school days, unless the student waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a student for failure of the student's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended student shall not be contingent upon attendance by the student's parent/guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, an administrator or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student as well as the date 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. If Charter School officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may request that the parent/guardian respond to such requests without delay.

3. Suspension Time Limits/Recommendation for Expulsion

Suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Upon a recommendation of expulsion by the Principal/Director of Schools or Principal/Director of Schools' designee, the student and the student's parent/guardian or representative will be invited to a conference 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 parents, unless the student and the student's parents fail to attend the conference. Suspensions shall not exceed 20 days per school year. The designated administrator and teachers will make the necessary arrangements to provide the student with classroom material and current assignments to be completed at home during the length of the suspension including homework, tests and other applicable assignments.

This determination will be made by the Principal/Director of Schools or Principal/Director of Schools' 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.

4. Homework Assignments During Suspension

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

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

5. Suspension Appeals

The suspension of a student will be at the discretion of the Principal of RWWNHS WA or the Principal's designee. Parents and/or guardians will be notified at the time of suspension by the Charter School as described in Section 2 above, and of the right to appeal a student's suspension. In cases where the Principal's designee suspended a student, the Principal will hear the suspension appeal, and the Principal's decision shall be final. In cases where the Principal suspended a student, the appeal will be heard by the LA Promise Fund Governing Board School Committee, and the School Committee's decision shall be final.

D. Authority to Expel

As required by Education Code Section 47605(c)(5)(J)(ii), 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 either by the neutral and impartial Charter School Committee following a hearing before it or by the Charter School Committee upon the recommendation of a neutral and impartial Charter School Discipline Committee, to be assigned by the School Committee or their designee as needed. The Charter School Discipline Committee shall consist of at least three (3) members which at a minimum will include one RWWNHS WA teacher, but not a teacher of the student nor a member of the School Committee. Each entity shall be presided over by a designated neutral hearing chairperson. The Charter School Discipline Committee may recommend expulsion of any student found to have committed an expellable offense, and the School Committee shall make the final determination.

E. Expulsion Procedures

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

In the event an Charter School Discipline Committee hears the case, it will make a recommendation to the School Committee for a final decision whether to expel. The 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 in open session three (3) days prior to the date of the scheduled hearing.

Written notice of the hearing shall be forwarded to the student and the student's parent/guardian at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the student. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific facts, charges and offenses upon which the proposed expulsion is based;
3. A copy of the Charter School's disciplinary rules which relate to the alleged violation;
4. Notification of the student's or parent/guardian's obligation to provide information about the student's status at the Charter School to any other school district or school to which the student seeks enrollment;
5. The opportunity for the student and/or the student's parent/guardian to appear in person or to employ and be represented by counsel or a non-attorney advisor;
6. The right to inspect and obtain copies of all documents to be used at the hearing;
7. The opportunity to confront and question all witnesses who testify at the hearing;
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses.

F. Special Procedures for Expulsion Hearings Involving Sexual Assault or Battery Offenses

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

3. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of their right to (a) receive five (5) days notice of their scheduled testimony; (b) have up to two (2) adult support persons of their choosing present in the hearing at the time the complaining witness testifies, which may include a parent/guardian, or legal counsel; and (c) elect to have the hearing closed while testifying.
4. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
5. At the discretion of the entity conducting the expulsion hearing, the complaining witness shall be allowed periods of relief from examination and cross-examination during which

the complaining witness may leave the hearing room.

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

G. Record of Hearing

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

H. 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 recommendation by the Charter School Discipline Committee 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 School Committee or Charter School Discipline Committee 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 as defined in Education Code Section 48900, a complaining witness shall have the right to have their testimony heard in a session closed to the public.

I. Expulsion Decision

The decision of the Charter School Discipline Committee shall be in the form of written findings of fact and a written recommendation to the School Committee, which will make a final determination regarding the expulsion. The School Committee may accept, alter, or reject the Charter School Discipline Committee's recommendation (unless the State mandates that, due to the misconduct, the School Committee must expel the student).

The final decision by the School Committee shall be made within ten (10) school days following the conclusion of the hearing. The decision of the School Committee may be appealed to the LA Promise Fund Board of Directors, as described below.

If the Charter School Discipline Committee decides not to recommend expulsion, or the School Committee ultimately decides not to expel, the student shall immediately be returned to their previous educational program.

The School Committee may also determine to suspend the enforcement of the expulsion order for a period of not more than one (1) calendar year from the date of the expulsion hearing and return the student to the student's previous educational program under a probationary status and rehabilitation plan to be determined by the School Committee. During the period of the suspension of the expulsion order, the student is deemed to be on probationary status. The School Committee may revoke the suspension of an expulsion order under this section if the student commits any of the enumerated offenses listed above or violates any of the Charter School's rules and regulations governing student conduct. If the School Committee revokes the suspension of an expulsion order,

the student may be expelled under the terms of the original expulsion order. The School Committee shall apply the criteria for suspending the enforcement of the expulsion order equally to all students, including individuals with exceptional needs as defined in Education Code Section 56026. The School Committee shall further comply with the provisions set forth under Education Code Section 48917, except as otherwise expressly set forth herein.

J. Written Notice to Expel

The Principal/Director of Schools or Principal/Director of Schools' designee, following a decision of the School Committee to expel, shall send written notice of the decision to expel, including the School Committee's adopted findings of fact, to the student and student's parent/guardian. This notice shall also include the following: (a) Notice of the specific offense committed by the student; (b) Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School; and (c) Appeal procedures.

The Principal/Director of Schools or Principal/Director of Schools' designee shall send a copy of the written notice of the decision to expel to the chartering authority. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

K. Disciplinary Records

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

L. No Right to Appeal

The student shall have no right of appeal from expulsion from the Charter School as the School Committee decision to expel shall be final.

M. Expelled Students/Alternative Education

Parents/guardians of students who are expelled shall be responsible for seeking alternative education programs including, but not limited to, programs within the County or their school district of residence. The Charter School shall work cooperatively with parents/guardians as requested by parents/guardians or by the school district of residence to assist with locating alternative placements during expulsion. During the parent/guardian meeting, the Principal shall, provide the family with a list of schools for alternative consideration based on the current address given. The Charter School will assist with ensuring the family has final grades, transcripts, and the correct addresses and phone numbers to the alternative schools.

N. Rehabilitation Plans

Students who are expelled from the Charter School shall be given a rehabilitation plan upon expulsion as developed by the School Committee 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. The rehabilitation plan should include a date not later than one (1) year from the date

of expulsion when the student may reapply to the Charter School for readmission.

O. Readmission or Admission of Previously Expelled Student

The decision to readmit a student after the end of the student's expulsion term or to admit a previously expelled student from another school district or charter school who has not been readmitted/admitted to another school or school district after the end of the student's expulsion term, shall be in the sole discretion of the School Committee following a meeting with the Principal/Director of Schools or Principal/Director of Schools' designee and the student and student's parent/guardian or representative to determine whether the student has successfully completed the rehabilitation plan and to determine whether the student poses a threat to others or will be disruptive to the school environment. The Principal/Director of Schools or Principal/Director of Schools' designee shall make a recommendation to the School Committee following the meeting regarding the Principal/Director of Schools' or designee's determination. The School Committee shall then make a final decision regarding readmission or admission of the student during the closed session of a public meeting, reporting out any action taken during closed session consistent with the requirements of the Brown Act. The student's readmission is also contingent upon the Charter School's capacity at the time the student seeks readmission or admission to the Charter School.

P. 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.

Q. Special Procedures for the Consideration of Suspension and Expulsion or Involuntary Removal of Students with Disabilities

1. Notification of SELPA

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

2. Services During Suspension

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

3. Procedural Safeguards/Manifestation Determination

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

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

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

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

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

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

4. Due Process Appeals

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

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

In accordance with 20 U.S.C. Section 1415(k)(3), if a parent/guardian disagrees with any decision regarding placement, or the manifestation determination, or if the Charter School believes that maintaining the current placement of the child is substantially likely to result in injury to the child or to others, the parent/guardian or Charter School may request a hearing.

In such an appeal, a hearing officer may: (1) return a child with a disability to the placement from which the child was removed; or (2) order a change in placement of a child with a disability to an appropriate interim alternative educational setting for not more than 45 school days if the hearing officer determines that maintaining the current placement of such child is substantially likely to result in injury to the child or to others.

5. Special Circumstances

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

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

- a. Carries or possesses a weapon, as defined in 18 U.S.C. Section 930, to or at school, on school premises, or to or at a school function;
- b. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or at a school function; or
- c. Has inflicted serious bodily injury, as defined by 20 U.S.C. Section 1415(k)(7)(D), upon a person while at school, on school premises, or at a school function.

6. Interim Alternative Educational Setting

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

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

A student who has not been identified as an individual with disabilities pursuant to IDEA and who has violated the Charter School's disciplinary procedures may assert the

procedural safeguards granted under this administrative regulation only if the Charter School had knowledge that the student was disabled before the behavior occurred.

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

- a. The parent/guardian has expressed concern in writing, or orally if the parent/guardian does not know how to write or has a disability that prevents a written statement, to Charter School supervisory or administrative personnel, or to one of the child's teachers, that the student is in need of special education or related services.
- b. The parent/guardian has requested an evaluation of the child.
- c. The child's teacher, or other Charter School personnel, has expressed specific concerns about a pattern of behavior demonstrated by the child, directly to the director of special education or to other Charter School supervisory personnel.

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

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

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

ELEMENT 11. Retirement System

Governing Law: 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)

Staff at ~~RWWNHS~~ WA will have access to appropriate retirement plans as outlined below. ~~RWWNHS~~ WA accepts and understands obligations to comply with Education Code Sections 47611 and 41365.

Retirement Rights and Systems

~~RWWNHS~~ WA will not participate or offer coverage in the California State Teachers' Retirement System ("CalSTRS") or the California Public Employees' Retirement System ("CalPERS").

The Charter School retains the option to elect CalSTRS coverage at a future date. Contributions will be made at the rate established by the Teacher's Retirement Board. The Charter School will complete all required documentation (including an amendment to the charter to include the election of CalSTRS) prior to the effective date of coverage and before reporting contributions to CalSTRS.

All classified and certificated employees will be covered by Medicare and Social Security and the Charter School will make the required contributions. Full-time employees may elect to participate in a 401k retirement contribution plan.

The LA Promise Fund Board of Directors retains the option to consider any other public or private retirement plans and to coordinate such participation with existing programs, as it deems appropriate.

The 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, CalSTRS, CalPERS, and/or federal social security.

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

If the 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.

Staff Responsible for Ensuring Coverage of Benefits

The LA Promise Fund President/CEO and Operations team are responsible for ensuring that appropriate arrangements for coverage are made.

ELEMENT 12. Attendance Alternatives

Governing Law: 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).

~~RWWNHS~~ WA is a school of choice. No student is required to attend. Pupils who reside within the District who choose not to attend the Charter School may attend any of the existing public schools that service their address of residence in accordance with the admission and attendance requirements of any such school and school district, or at another school district or school within the District through the District's intra- and inter-district transfer policies. Parents and guardians of each student enrolled in the Charter School will be informed on admission forms that students have no right to admission in a particular school of a local education agency as a consequence of enrollment in the Charter School, except to the extent that such a right is extended by the local education agency.

ELEMENT 13. Return Rights of Employees

Governing Law: 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).)

No public school district employee or LACOE employee shall be required to work at the Charter School. When an employee leaves a public-school district or LACOE to work at ~~RWWNHS~~ WA and subsequently chooses to return to that public school district or LACOE, the specific return rights afforded the employee will be governed by the policy of that public school district or LACOE, including but not limited to whether the employee may carry over any unused sick/personal leave and/or earn service credit (tenure) in the district for the time worked at ~~RWWNHS~~ WA. Charter School employees shall have any right upon leaving the school district to work in the Charter School that the school district may specify, any rights of return to employment in a school district after employment in the Charter School that the school district may specify, and any other rights upon leaving employment to work in the Charter School that the school district determines to be reasonable and not in conflict with any law.

Former school district employees must consult with the applicable district or LACOE to determine their eligibility for leave. Employment by the Charter School provides no rights of employment at any other entity, including any rights in the case of closure of the Charter School.

ELEMENT 14. Mandatory Dispute Resolution

Governing Law: The procedures to be followed by the charter school and the chartering authority to resolve disputes relating to provisions of the charter. Ed. Code § 47605(c)(5)(N).

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

The Charter School and LACOE will be encouraged to attempt to resolve any disputes amicably and reasonably without resorting to formal procedures.

In the event of a dispute between the Charter School and LACOE, Charter School staff, employees and Board members of the Charter School and LACOE agree that the party who claims there is a dispute shall first frame the issue in written format (“dispute statement”) and shall refer the issue to the County Superintendent and Principal of the Charter School, or their respective designees. This dispute statement shall identify the issue with specificity and with supporting facts. The other party shall provide a written response to the identification of the issue within 20 business days. In the event that the County Board of Education believes that the dispute relates to an issue that could lead to revocation of the charter in accordance with Education Code Section 47607, the Charter School requests that this shall be noted in the written dispute statement, although it recognizes it cannot legally bind the County to do so. However, participation in the dispute resolution procedures outlined in this section shall not be interpreted to impede or act as a pre-requisite to the County’s ability to proceed with revocation in accordance with Education Code Section 47607 and its implementing regulations.

The Superintendent and Principal, or their respective designees, shall informally meet and confer in a timely fashion to attempt to resolve the dispute, not later than five (5) business days from receipt of the dispute statement. In the event that this informal meeting fails to resolve the dispute, both parties shall identify two Board members from their respective boards who shall jointly meet with the Superintendent and Principal, or their respective designees, and attempt to resolve the dispute within fifteen (15) business days from receipt of the dispute statement.

If this joint meeting fails to resolve the dispute, the Superintendent and Principal, or their respective designees, shall meet to jointly identify a neutral third party mediator to engage the parties in a mediation session designed to facilitate resolution of the dispute. The format of the mediation session shall be developed jointly by the Superintendent and Principal, or their respective designees. Mediation shall be held within sixty (60) business days of receipt of the dispute statement. The costs of the mediator shall be split equally between the County and the Charter School. If mediation does not resolve the dispute either party may pursue any other remedy available under the law. All timelines and procedures in this section may be revised upon mutual written agreement of the County and the Charter School.

At any time that LACOE believes the dispute relates to an issue that could lead to revocation of the Charter School’s charter, the parties will no longer be subject to this process. LACOE may proceed immediately with the revocation procedures as set forth in law and stated below if it believes the Charter School:

1. Committed a material violation of any of the conditions, standards, or procedures set forth in the charter
2. Failed to meet or pursue any of the pupil outcomes identified in the charter
3. Failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement
4. Violated any provision of law. (Education Code Section 47607(f).)

Internal Disputes

The Charter School shall have an internal dispute resolution process to be used for all internal disputes related to the Charter School's operations. The Charter School shall also maintain a Uniform Complaint Policy and Procedures as required by state law. Parents, students, Board members, volunteers, and staff at the Charter School shall be provided with a copy of the Charter School's policies and internal dispute resolution process. LACOE shall promptly refer all disputes not related to a possible violation of the charter or law to the Charter School.

ELEMENT 15. Charter School Closure

Governing Law: 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).

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

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

The Charter School will ensure that the notification to the parents and students of the Charter School of the closure provides information to assist parents and students in locating suitable alternative programs. This notice will be provided promptly following the Board's decision to close the Charter School.

The Charter School will also develop a list of pupils in each grade level and the classes they have completed, together with information on the pupils' districts of residence, which it will provide to the entity responsible for closure-related activities.

As applicable, the Charter School will provide parents, students and the County with copies of all appropriate student records and will otherwise assist students in transferring to their next school. All transfers of student records will be made in compliance with the Family Educational Rights

and Privacy Act (“FERPA”), 20 U.S.C. § 1232g. The Charter School will ask LACOE to store original records of Charter School students. All student records of the Charter School shall be transferred to LACOE upon Charter School closure.

All state assessment results, special education records, and personnel records will be transferred to and maintained by the entity responsible for closure-related activities in accordance with applicable law.

As soon as reasonably practical, the Charter School will prepare final financial records. The Charter School will also have an independent audit completed within six months after closure. The Charter School will pay for the final audit. The audit will be prepared by a qualified Certified Public Accountant selected by the Charter School and will be provided to LACOE promptly upon its completion. The final audit will include an accounting of all financial assets, including cash and accounts receivable and an inventory of property, equipment, and other items of material value, an accounting of the liabilities, including accounts payable and any reduction in apportionments as a result of audit findings or other investigations, loans, and unpaid staff compensation, and an assessment of the disposition of any restricted funds received by or due to the Charter School.

The Charter School will complete and file any annual reports required pursuant to Education Code section 47604.33.

On closure of the Charter School, all assets of the Charter School, including but not limited to all leaseholds, personal property, intellectual property and all ADA apportionments and other revenues generated by students attending the Charter School, remain the sole property of the Charter School, and, upon the dissolution of the nonprofit public benefit corporation, shall be distributed in accordance with the Articles of Incorporation. Any assets acquired from LACOE or LACOE property will be promptly returned upon Charter School closure to LACOE. The distribution shall include return of any grant funds and restricted categorical funds to their source in accordance with the terms of the grant or state and federal law, as appropriate, which may include submission of final expenditure reports for entitlement grants and the filing of any required Final Expenditure Reports and Final Performance Reports, as well as the return of any donated materials and property in accordance with any conditions established when the donation of such materials or property was accepted.

On closure, the Charter School shall remain solely responsible for all liabilities arising from the operation of the Charter School.

As the Charter School is operated by a non-profit public benefit corporation, should the corporation dissolve with the closure of the Charter School, the Board will follow the procedures set forth in the California Corporations Code for the dissolution of a non-profit public benefit corporation and file all necessary filings with the appropriate state and federal agencies.

As specified by the Budget in Appendices II.1 and II.2, the Charter School will utilize the reserve fund to undertake any expenses associated with the closure procedures identified above.

MISCELLANEOUS CHARTER PROVISIONS

Budget and Financial Reporting

Governing Law: The petitioner or petitioners also shall be required to provide financial statements that include a proposed first-year operational budget, including startup costs, and cashflow and financial projections for the first three years of operation. Ed. Code § 47605(h).

Attached, as Appendices II.1 and II. 2 please find the following documents:

- Budget narrative
- A projected budget
- Financial projections and cash flow for three years of operation

These documents are based upon the best data available to the petitioners at this time.

The Charter School shall provide reports to the County Superintendent of Schools as follows in accordance with Education Code Section 47604.33, and shall provide additional fiscal reports as requested by the County:

1. By July 1, a preliminary budget for the current fiscal year.
2. By July 1, a local control and accountability plan and an annual update to the local control and accountability plan required pursuant to Education Code Section 47606.5.
3. By December 15, an interim financial report for the current fiscal year reflecting changes through October 31. Additionally, on December 15, a copy of the Charter School's annual, independent financial audit report for the preceding fiscal year shall be delivered to the State Controller, California Department of Education and County Superintendent of Schools.
4. By March 15, a second interim financial report for the current fiscal year reflecting changes through January 31.
5. By September 15, a final unaudited report for the full prior year. The report submitted to LACOE shall include an annual statement of all the Charter School's receipts and expenditures for the preceding fiscal year.

The Charter School shall provide reporting to the County as required by law and as requested by the County including, but not limited to, the following: California Basic Educational Data System ("CBEDS"), actual Average Daily Attendance reports, all financial reports required by Education Code Sections 47604.33 and 47605(m), the School Accountability Report Card ("SARC"), and the LCAP.

The Charter School agrees to and submits to the right of the County to make random visits and inspections in order to carry out its statutorily required oversight in accordance with Education Code Sections 47604.32 and 47607.

Pursuant to Education Code Section 47604.3, the Charter School shall promptly respond to all reasonable inquiries including, but not limited to, inquiries regarding its financial records from the County.

Administrative Services

Governing Law: The manner in which administrative services of the charter school are to be provided. Ed. Code § 47605(h).

The Charter School will provide or procure its own administrative services including, but not limited to, financial management, accounts payable/receivable, payroll, human resources, and instructional program development either through its own staff or through an appropriately qualified third-party contractor.

At any time the Charter School may discuss the possibility of purchasing administrative services from the County. If the County is interested, the specific terms and cost for these services will be the subject of a memorandum of understanding between the Charter School and the County and subject to County availability and willingness to provide such services.

Facilities

Governing Law: The facilities to be used by the charter school. The description of the facilities to be used by the charter school shall specify where the charter school intends to locate. Ed. Code § 47605(h).

~~The Charter School shall continue to be located at 1755 W. 52nd Street, Los Angeles, CA 90062. The site has 8 classrooms, 1 main office, and 1 MPR. The school has a small playground. We are adding a split campus location at 4210 E. Gage Avenue, Bell, CA 90201. The site has 12 classrooms, 1 main office and 2 administrative offices, and playground space.~~

The Charter School shall be located at 2340 Firestone Blvd, South Gate, CA 90280. The site will have 37 classrooms, which will include 4 science lab spaces and a Multimedia Classroom. There will also be 7 private offices, a student lounge and a college counseling center. The lunch area and playground/outdoor activity space will be on the west side of the building.

Potential Civil Liability Effects

Governing Law: Potential civil liability effects, if any, upon the charter school and upon the school district. Ed. Code § 47605(h).

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

Pursuant to Education Code Section 47604(d), an authority that grants a charter to a charter school operated by or as a non-profit public benefit corporation shall not be liable for the debts or obligations of the charter school or for claims arising from the performance of acts, errors or omissions by the charter school if the authority has complied with all oversight responsibilities

required by law. The Charter School shall work diligently to assist the County in meeting any and all oversight obligations under the law, including monthly meetings, reporting, or other County-requested protocol to ensure the County shall not be liable for the operation of the Charter School.

Further, the Charter School intends to enter into a memorandum of understanding with the County, wherein the Charter School shall indemnify the County for the actions of the Charter School under this charter.

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

Insurance amounts shall be determined by recommendation of the County and the Charter School's insurance company for schools of similar size, location, and student population. The County shall be named an additional insured on the general liability insurance of the Charter School.

The Charter School Board shall institute appropriate risk management practices as discussed herein, including screening of employees, establishing codes of conduct for students, and dispute resolution.

Amendments

Any material amendments to this charter will be made by the mutual agreement of the Los Angeles County Board of Education and the LA Promise Fund Board School Committee, in accordance with the standards, criteria, and timelines in California Education Code sections 47605 and 47607.

RESOLUTION OF THE SCHOOLS COMMITTEE OF THE BOARD OF DIRECTORS
LA PROMISE FUND
A California Public Benefit Corporation
Board Resolution #20240228-1

RESOLUTION APPROVING CHARTER MATERIAL REVISION-RUSSELL WESTBROOK WHY NOT? HIGH SCHOOL

WHEREAS, the Schools Committee of the Board of Directors ("Board") of LA Promise Fund finds it in the best interest of LA Promise Fund and in furtherance of its educational and charitable purposes to submit a material revision of the Russell Westbrook Why Not? High School ("RWWNHS") charter petition, as authorized by the Los Angeles County Board of Education (the "County") and provided for in Education Code Section 47607.

NOW THEREFORE, BE IT RESOLVED, that LA Promise Fund shall prepare and submit a material revision of the RWWNHS charter petition for submission to the County; and

BE IT RESOLVED FURTHER, that LA Promise Fund authorizes its Chief Executive Officer, Veronica Melvin and/or her designees, to sign the request for a material revision and otherwise act on behalf of LA Promise Fund with respect to the material revision application process; and

BE IT RESOLVED FURTHER, that LA Promise Fund directs the Chief Executive Officer and/or her designees to work with the County on the details of the material revision submission, and authorizes the Chief Executive Officer and/or her designees to amend the material revision application based on the best interests of RWWNHS; and

BE IT RESOLVED FURTHER, that the nature and scope of the major changes associated with the material revision of the RWWNHS charters, detailed in a letter to the County, are:

1. To change the name from RWWNHS to Westbrook Academy, as approved by the Schools Committee on February 28, 2024
2. To update RWWNHS educational program to include grades 6th through 8th, as approved by the Schools Committee on February 28, 2024
3. To update the RWWNHS facility address, as approved by the Schools Committee on February 28, 2024
4. To provide a reasonably comprehensive description of any new requirement of law since RWWNHS was approved or last renewed, as approved by the Schools Committee on February 28, 2024.


* * *

IN WITNESS WHEREOF, the Schools Committee of the Board of Directors has adopted the above resolution by the following vote at a regular Board meeting this 28th day of February 2024.

AYES: 4

NOS: 0

ABSTENTIONS: 0

By: 
Elizabeth Mann, Secretary

**RESOLUTION OF THE SCHOOLS COMMITTEE OF THE BOARD OF DIRECTORS
LA PROMISE FUND
A California Public Benefit Corporation
Board Resolution #20240228-2**

A RESOLUTION documenting the closure of Russell Westbrook Why Not? Middle School (“RWWNMS”), a charter school authorized by the Los Angeles County Board of Education.

WHEREAS, RWWNMS is a California public charter school operated by a nonprofit public benefit corporation under the direction and management of the LA Promise Fund (“LA Promise”) Board of Directors Schools Committee (the “Board”), which is vested with the authority necessary to operate educational programs for the benefit of California school children; and

WHEREAS, effective at close of business on June 30, 2024, the Board has decided to voluntarily surrender the charter of RWWNMS, and close RWWNMS, due to combining its grade levels served with the Russell Westbrook Why Not? High School (RWWNHS); and

WHEREAS, this voluntary surrender and closure of RWWNMS will take place only upon approval of the RWWNHS material revision; and

WHEREAS, the Board will follow the closure procedures as required under the Charter School’s Charter, the Charter Schools Act, and Title 5 of the California Code of Regulations, Section 11962 *et seq.*; and

WHEREAS, the Board has appointed Liliana Vasquez, Chief Operations Officer, as the person responsible for closure-related activities;

WHEREAS, the Board shall utilize cash on hand to undertake any expenses associated with the closure procedures;


NOW THEREFORE, IT IS RESOLVED by the Board of Directors that the Charter School shall close after the end of the school day on June 30, 2024.

ADOPTED by the Board at a regular meeting thereof on February 28, 2024.

* * *

IN WITNESS WHEREOF, the Schools Committee of the Board of Directors has adopted the above resolution by the following vote at a regular Board meeting this 28th day of February 2024.

AYES: 4
NOS: 0
ABSTENTIONS: 0

By: 
Elizabeth Mann, Secretary

RESOLUTION OF THE BOARD OF DIRECTORS LA PROMISE FUND
A California Public Benefit
Corporation Board Resolution
#20240228-3

RESOLUTION APPROVING CHARTER MATERIAL REVISION-RUSSELL WESTBROOK WHY NOT? HIGH SCHOOL

WHEREAS, the Board of Directors ("Board") of LA Promise Fund finds it in the best interest of LA Promise Fund and in furtherance of its educational and charitable purposes to submit a material revision of the Russell Westbrook Why Not? High School ("RWWNHS") charter petition, as authorized by the Los Angeles County Board of Education (the "County") and provided for in Education Code Section 47607.

NOW THEREFORE, BE IT RESOLVED, that LA Promise Fund shall prepare and submit a material revision of the RWWNHS charter petition for submission to the County; and

BE IT RESOLVED FURTHER, that LA Promise Fund authorizes its Chief Executive Officer, Veronica Melvin and/or her designees, to sign the request for a material revision and otherwise act on behalf of LA Promise Fund with respect to the material revision application process; and

BE IT RESOLVED FURTHER, that LA Promise Fund directs the Chief Executive Officer and/or her designees to work with the County on the details of the material revision submission, and authorizes the Chief Executive Officer and/or her designees to amend the material revision application based on the best interests of RWWNHS; and

BE IT RESOLVED FURTHER, that the nature and scope of the major changes associated with the material revision of the RWWNHS charters, detailed in a letter to the County, are:

1. To change the name from RWWNHS to Westbrook Academy, as approved by the Schools Committee on February 28, 2024
2. To update RWWNHS educational program to include grades 6th through 8th, as approved by the Schools Committee on February 28, 2024
3. To update the RWWNHS facility address, as approved by the Schools Committee on February 28, 2024
4. To provide a reasonably comprehensive description of any new requirement of law since RWWNHS was approved or last renewed, as approved by the Schools Committee on February 28, 2024.

* * *

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution by the following vote at a regular Board meeting this 7th day of March 2024.

AYES: 15

NOS: 0

ABSTENTIONS: 0

By: 
Elizabeth Mann (Mar 7, 2024 15:49 PST)
Elizabeth Mann, Secretary

RESOLUTION OF THE BOARD OF DIRECTORS LA PROMISE FUND
A California Public Benefit
Corporation Board Resolution
#20240228-4

A RESOLUTION documenting the closure of Russell Westbrook Why Not? Middle School (“RWWNMS”), a charter school authorized by the Los Angeles County Board of Education.

WHEREAS, RWWNMS is a California public charter school operated by a nonprofit public benefit corporation under the direction and management of the LA Promise Fund (“LA Promise”) Board of Directors (the “Board”), which is vested with the authority necessary to operate educational programs for the benefit of California school children; and

WHEREAS, effective at close of business on June 30, 2024, the Board has decided to voluntarily surrender the charter of RWWNMS, and close RWWNMS, due to combining its grade levels served with the Russell Westbrook Why Not? High School (RWWNHS); and

WHEREAS, this voluntary surrender and closure of RWWNMS will take place only upon approval of the RWWNHS material revision; and

WHEREAS, the Board will follow the closure procedures as required under the Charter School’s Charter, the Charter Schools Act, and Title 5 of the California Code of Regulations, Section 11962 *et seq.*; and

WHEREAS, the Board has appointed Liliana Vasquez, Chief Operations Officer, as the person responsible for closure-related activities;

WHEREAS, the Board shall utilize cash on hand to undertake any expenses associated with the closure procedures;


NOW THEREFORE, IT IS RESOLVED by the Board of Directors that the Charter School shall close after the end of the school day on June 30, 2024.

ADOPTED by the Board at a regular meeting thereof on March 7, 2024.

* * *

IN WITNESS WHEREOF, the Board of Directors has adopted the above resolution by the following vote at a regular Board meeting this 7th day of March 2024.

AYES: 15
NOS: 0
ABSTENTIONS: 0


By: Elizabeth Mann (Mar 7, 2024 15:49 PST)
Elizabeth Mann, Secretary

Board Meeting – April 2, 2024

Item VI. Consent Calendar Recommendations

A. Acceptance of Project Funds No. 78

The Superintendent recommends that the County Board approve the acceptance of the Workability I Program from the California Department of Education for LACOE's School, Special Education Local Plan Area (SELPA) Unit.

<u>Project</u>	<u>Award Amount</u>	<u>Funding Period</u>
Workability I Program	\$261,495	07/01/2023 to 6/30/2024

Board Meeting – April 2, 2024

Item VI. Consent Calendar Recommendations

B. Acceptance of Project Funds No. 79

The Superintendent recommends that the County Board approve the acceptance of the Specialized Secondary Programs: Apportionment Site Supplemental Grant from the California Department of Education for LACOE's Los Angeles County High School for the Arts (LACHSA).

<u>Project</u>	<u>Award Amount</u>	<u>Funding Period</u>
Specialized Secondary Programs: Apportionment Site Supplemental Grant	\$100,000	01/01/2024 to 12/31/2024

Board Meeting — April 2, 2024

Item VII. Recommendations

- A. Approval of First Reading of Board Policy (BP) 0460 (Local Control and Accountability Plan), BP 6146.1 (High School Graduation Requirements), BP 6146.4 (Differential Graduation and Competency Standards for Students with Disabilities), BP 5116.2 (Involuntary Student Transfers), BP 3400 (Management of LACOE Assets/Accounts), BP 3311 (Bids), BP 3311.1 (Uniform Public Construction Cost Accounting Procedures), BP 5131.2 (Bullying) and Board Bylaw (BB) 9321 (Closed Session) (Enclosure)

Note: *BP 0520 (Intervention in Underperforming Schools) is withdrawn.* The Board Policies were presented to the County Board on March 12, 2024.

Philosophy, Goals, Objectives, and Comprehensive Plans

BP 0460(a)

LOCAL CONTROL AND ACCOUNTABILITY PLAN

The County Board desires to ensure the most effective use of available funding to improve student achievement and other outcomes for all students. A comprehensive, data-driven planning process shall be used to identify annual goals and specific actions that are aligned with the LACOE budget and facilitate continuous improvement of LACOE practices.

(cf. 0000 - Vision)

(cf. 0200 - Board Priorities for LACOE)

(cf. 0415 - Equity)

The County Board shall adopt a local control and accountability plan (LCAP) presented by the County Superintendent. The LCAP shall address the state priorities specified in Education Code 52060 and any additional local priorities the County Board adopts. The LCAP and the annual update shall be adopted or updated, as required, on or before July 1 of each year ~~and shall cover the next fiscal year and two subsequent fiscal years or until the end of the LCAP period.~~

The LCAP and the annual update shall focus on improving outcomes for all students, particularly those who are "unduplicated students" or are part of any numerically significant student subgroup that is at risk of or is underperforming.

~~Unduplicated students include students~~ An "unduplicated student" is a student who are is eligible for free or reduced-price meals, who is an English learners, ~~and or who is a~~ foster youth, as defined in Education Code 42238.01 for purposes of the local control funding formula (LCFF).

(cf. 3553 - Free and Reduced Price

Meals) (cf. 6173.1 - Education for Foster

Youth) (cf. 6174 - Education for English Learners)

Numerically significant student subgroups include ethnic subgroups, socioeconomically disadvantaged students, English learners, long-term English learners, students with disabilities, foster youth, and ~~homeless students~~ experiencing homelessness, when there are at least 30 students in the subgroup or at least 15 foster youth, students experiencing homelessness, or long-term English learners ~~or homeless students.~~

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

(cf. 6173 - Education for Homeless Children)

The County Superintendent or designee shall review the school plan for student achievement (SPSA) submitted by each school pursuant to Education Code 64001 to ensure that the specific actions included in the LCAP are consistent with strategies included in the SPSA.

(cf. 0420 - School Plan/Site Councils)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

The LCAP shall also be aligned with other LACOE and school plans to the extent possible in order to minimize duplication of effort and provide clear direction for program implementation.

(cf. 0400 - Comprehensive Plans)
(cf. 0440 - LACOE Technology Plan)
(cf. 0450 - Comprehensive School Safety Plan)
(cf. 5030 - Student Wellness)
(cf. 6171 - Title I Programs)
(cf. 7110 - Facilities Master Plan)

As part of the LCAP adoption and annual update to the LCAP, the County Board shall separately adopt ~~an LCFF budget~~ a local control funding formula overview for parents/guardians, based on the template developed by the State Board of Education (SBE), which includes specified information relating to LACOE's budget. The budget overview shall be adopted, reviewed, and approved in the same manner as the LCAP and the annual update.

(cf. 0400 - Comprehensive Plans)

Any complaint that LACOE has not complied with legal requirements pertaining to the LCAP may be filed pursuant to AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Plan Development ~~LCAP Development and Consultation~~

The County Superintendent or designee shall gather data and information needed for effective and meaningful plan development and present it to the County Board and community. Such data and information shall include, but not be limited to, data regarding the number of students in student subgroups, disaggregated data on student achievement levels, and information about current programs and expenditures.

The County Board shall consult with teachers, principals, administrators, other school personnel, employee bargaining units, parents/guardians, and students in developing the LCAP. Consultation with students shall enable unduplicated students and other numerically significant student subgroups to review and comment on LCAP development and may include surveys of students, student forums, student advisory committees, and/or meetings with student government bodies or other groups representing students.

(cf. 4140/4240 - Bargaining Units)
(cf. 6020 - Parent Involvement)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

The LACOE LCAP shall adhere to the template provided by the State Board of Education (SBE) and shall include, for each school or program operated by the County Superintendent:

1. A description of the annual goals, for all students and for each numerically significant student subgroup, to be achieved for each of the following state priorities as applicable to the students served:
 - a. The degree to which teachers are appropriately assigned in accordance with Education Code 44258.9 and fully credentialed in the subject areas and for the students they are teaching; every student has sufficient access to standards- aligned instructional materials as determined pursuant to Education Code 60119; and school facilities are maintained in good repair as specified in Education Code 17002(d)

(cf. 1312.4 - Williams Uniform Complaint Procedures)

(cf. 3517 - Facilities Inspection)

(cf. 4112.2 - Certification)

(cf. 4113 - Assignment)

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

- b. Implementation of the academic content and performance standards adopted by the SBE, including how the programs and services will enable English learners to access the Common Core State Standards and the English language development standards for purposes of gaining academic content knowledge and English language proficiency

(cf. 6011 - Academic Standards)

(cf. 6174 - Education for English Learners)

- c. Parent/guardian involvement and family engagement, including efforts to seek parent/guardian input in making decisions for each school site and county program and how the County Superintendent will promote parent/guardian participation in programs for unduplicated students and students with disabilities

(cf. 3553 - Free and Reduced Price

Meals) (cf. 6020 - Parent Involvement)

(cf. 6173.1 - Education for Foster Youth)

- d. Student achievement, as measured by all of the following as applicable:

- (1) Statewide assessments of student achievement

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

- (2) The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University; have successfully completed career technical education (CTE) sequences or programs of study that align with SBE-approved career technical education standards and frameworks, including, but not limited to, those described in Education Code 52302, 52372.5, or 54692; and have successfully completed both college entrance courses and CTE sequences or programs
- (3) The percentage of English learners, including Long-term English learners who make progress toward English proficiency as measured by the SBE-certified assessment of English proficiency or any subsequent assessment of English proficiency, as certified by the SBE.
- (4) The English learner reclassification rate, including Long-term English learners
- (5) The percentage of students who have passed an Advanced Placement examination with a score of 3 or higher
- (6) The percentage of students who demonstrate college preparedness in the Early Assessment Program pursuant to Education Code 99300-99301

(cf. 0500 - Accountability)
(cf. 6162.5 - Student Assessment)
(cf. 6162.51 - State Academic Achievement Tests)
(cf. 6178 - Career Technical Education)

- e. Student engagement, as measured by school attendance rates, chronic absenteeism rates, middle school dropout rates, high school dropout rates, and high school graduation rates, as applicable

(cf. 5113.1 - Chronic Absence and Truancy)
(cf. 5147 - Dropout Prevention)
(cf. 6146.1 - High School Graduation Requirements)

- f. School climate, as measured by student suspension and expulsion rates and other local measures, including surveys of students, parents/guardians, and teachers on the sense of safety and school connectedness, as applicable

(cf. 5137 - Positive School Climate)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Due Process (Students with Disabilities))

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

- g. The extent to which students have access to and are enrolled in a broad course of study that includes all of the subject areas described in Education Code 51210 and 51220, as applicable, including the programs and services developed and provided to unduplicated students and students with disabilities, and the programs and services that are provided to benefit these students as a result of supplemental and concentration grant funding pursuant to Education Code 42238.02 and 42238.03

(cf. 6143 - Courses of Study)

(cf. 6159 - Individualized Education Program)

- h. Student outcomes, if available, in the subject areas described in Education Code 51210 and 51220, as applicable
 - i. How the County Superintendent will coordinate instruction of expelled students offered pursuant to Education Code 48926
 - j. How the County Superintendent will coordinate services for foster youth, including, but not limited to, all of the following:
 - (1) Working with the county child welfare agency to minimize changes in school placement
 - (2) Providing education-related information to the county child welfare agency to assist the agency in the delivery of services to foster youth, including, but not limited to, educational status and progress information that is required to be included in court reports
 - (3) Responding to requests from the juvenile court for information and working with the juvenile court to ensure the delivery and coordination of necessary educational services
 - (4) Establishing a mechanism for the efficient and expeditious transfer of health and education records and the health and education passport
2. Goals identified for any local priorities established by the County Board of Education.

(cf. 0200 - Board Priorities for LACOE)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

3. A description of the specific actions the County Superintendent will take during each year of the LCAP to achieve the identified goals, including the enumeration of any specific actions necessary for that year to correct any deficiencies in regard to the state and local priorities specified in items #1-2 above. Such actions shall not supersede provisions of existing collective bargaining agreements within the jurisdiction of the County Superintendent.

To the extent practicable, data reported in the LCAP shall be reported in a manner consistent with how information is reported on the California School Dashboard. LCAP data will be posted consistent with new requirements, which require the posting of the LCAP on the performance overview portion of the California School Dashboard.

Public Review and Input

The County Board shall establish a parent advisory committee, ~~to review and comment on the LCAP if it has not established one for this purpose already. The committee which shall~~ be composed of a majority of parents/guardians and shall include parents/guardians of unduplicated students ~~as defined above, parents or legal guardians of currently enrolled pupils~~ students with disabilities **and Long-term English Learners** ~~in the school district, and two students.~~

Whenever LACOE's enrollment includes at least 15 percent English learners, with at least 50 students who are English learners, the County Board shall establish an English learner parent advisory committee composed of a majority of parents/guardians of English learners ~~to review and comment on the LCAP.~~

The County Superintendent or designee shall present the LCAP and the annual update to each to the English learner parent advisory committee(s) before it is submitted to the County Board for adoption and shall respond in writing to comments received from the committee(s).

The County Superintendent or designee shall notify members of the public of the opportunity to submit written comments regarding the specific actions and expenditures proposed to be included in the LCAP and the annual update. The notification shall be provided using the most efficient method of notification possible, which may not require producing printed notices or sending notices by mail. All written notifications related to the LCAP shall be provided in the primary language of parents/guardians when required by Education Code 48985.

As part of the parent/guardian and community engagement process, LACOE shall solicit input on effective and appropriate instructional methods, including, but not limited to, establishing language acquisition programs to enable all students, including English learners and native English speakers, to have access to the core academic content standards and to become proficient in English.

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

The County Superintendent or designee shall consult with the administrator(s) of the special education local plan area of which LACOE is a member to ensure that specific actions for students with disabilities are included in the LCAP and are consistent with strategies included in the annual assurances support plan for the education of students with disabilities.

(cf. 0430 - Comprehensive Local Plan for Special Education)

The County Board shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the LCAP and the annual update. The public hearing shall be held at the same meeting as the budget hearing required pursuant to Education Code 42127 and AR 3100 - Budget.

(cf. 9320 - Meetings and Notices)

Adoption of the Plan and Submission

At the same public meeting at which the budget is adopted, but prior to considering and adopting the budget, the County Board shall adopt the LCAP. This meeting shall be held after the public hearing described above but not on the same day as that public hearing.

(cf. 3100 – Budget)

At any time during the period in which the LCAP is in effect, the County Board may adopt revisions to the plan presented by the County Superintendent, provided that the County Board follows the same process for adopting the LCAP pursuant to Education Code 52062 and the revisions are adopted in a public meeting.

Submission of Plan to Superintendent of Public Instruction (SPI)

Not later than five days after adopting the LCAP, the annual update, the LACOE budget, and the budget overview for parents/guardians, the County Board shall file the LCAP, the annual update, the budget, and the budget overview with the SPI.

If the SPI sends, by August 15, a written request for clarification of the contents of the LCAP and the annual update, the County Board shall respond in writing within 15 days of the request.

If the SPI then submits recommendations for amendments to the LCAP within 15 days of receiving the County Board's response, the County Board shall consider those recommendations in a public meeting within 15 days of receiving the recommendations.

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

Monitoring Progress Revisions

At least annually in accordance with the timeline and indicators established by the County Superintendent, the County Board shall review data presented by the County Superintendent regarding LACOE's progress toward attaining each goal identified in the LCAP. Evaluation shall include, but not be limited to, an assessment of LACOE and school performance reported on the California School Dashboard and any additional indicators established by the County Board and County Superintendent.

The County Board may identify the method(s) to be used for measuring LACOE's progress toward achieving the local goals established by the County Board.

Evaluation data shall be used to recommend any necessary revisions to the LCAP.

The County Superintendent or designee may seek and/or accept technical assistance or other intervention that may be required pursuant to Education Code 52071 or 52072 when a school or a numerically significant student subgroup is not making sufficient progress toward the goals in the LCAP.

Legal Reference:

EDUCATION CODE

305-306 Instructional methods; language acquisition program, etc.

17002 Definitions

33430-33436 Learning Communities for School Success Program;

41020 Requirement for annual audit

41320-41322 Emergency apportionments

42127 Formulation, adoption, approval, and revision of budget;

procedure 42238.01-42238.07 Local control funding formula

44258.9 Annual monitoring of teacher assignments; report

47606.5 Adoption of local control and accountability plan; public hearing

48926 County plans for provision of educational services to expelled students

48985 Notices to parents in languages other than English

51210 Areas of study

51220 Areas of study; grades 7-12

52052 Pupil performance measurement, etc.

52059.5 Establishment of single system

52060-52077 Adoption of local control and accountability plan

52372.5 Linked learning programs

54692 Eligibility requirements

60119 Hearings; steps to ensure availability of textbooks and instructional materials

60605.8 Academic Content Standards Commission

60900 California Longitudinal Pupil Achievement Data System

64001 School plan for student

achievement 99300-99301 Early

Assessment Program

Legal Reference (continued next page)

LOCAL CONTROL AND ACCOUNTABILITY PLAN (continued)

Legal Reference (continued)

CODE OF REGULATIONS, TITLE 5
15494-15497 Local control and accountability plan and spending requirements
UNITED STATES CODE, TITLE 20
6311 State plan
6312 Local educational agency plan
6826 Title III funds, local plans

Management Resources:

CSBA PUBLICATIONS
The California School Dashboard and Small Districts, October 2018
Promising Practices for Developing and Implementing LCAPs, Governance Brief, November 2016
LCFF Rubrics, Issue 1: What Boards Need to Know About the New Rubrics, Governance Brief, rev. October 2016

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
California School Accounting Manual
California School Dashboard
LCFF Frequently Asked Questions
Local Control and Accountability Plan and Annual Update (LCAP)
Template Family Engagement Framework: A Tool for California School Districts, 2014
California Career Technical Education Model Curriculum Standards, 2013
California Common Core State Standards: English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects, rev. 2013
California Common Core State Standards: Mathematics, rev. 2013
California English Language Development Standards, 2012
California School Accounting Manual
California School Dashboard
Local Control and Accountability Plan and Annual Update (LCAP) Template

WEB SITES

CSBA: <http://www.csba.org>
California Department of Education: <http://www.cde.ca.gov>
California School Dashboard: <http://www.caschooldashboard.org>

Policy
adopted: March 21, 2023

LOS ANGELES COUNTY OFFICE OF EDUCATION
Downey, California

Instruction

BP 6146.1(a)

HIGH SCHOOL GRADUATION REQUIREMENTS

Academic Requirements for Graduation

1. Definitions
 - a. Academic Requirements: courses required by law and/or the Los Angeles County Board of Education that LACOE students must complete successfully in order to graduate from LACOE educational programs, unless exempted as specified in this policy. These may include college/university courses, vocational courses, and other courses the County Board approves.
 - b. Diploma: is awarded to a pupil who has successfully met the requirements of LACOE's educational program set forth below.
 - c. Certificate of Achievement: the certificate awarded to a pupil with an Individualized Education Plan (IEP) who has completed four years of high school but has not met the requirements for a diploma.
 - d. Certificate of Recognition: the certificate awarded to a pupil with an IEP who has reached their twenty-second (22nd) birthday and is leaving the educational system.
 - e. State-Awarded Certificates: either of the certificates awarded by the State of California to a pupil who has successfully completed the criteria set forth either in Education Code § 51420 (High School Equivalency Exam) or Education Code § 48412 (California High School Proficiency Examination). Either of these certificates is the legal equivalent of a high school diploma.

Commencing in the 2025-26 school year, LACOE shall offer a one-semester course in ethnic studies as specified in Education Code 51225.3. Students who are exempted from LACOE-adopted graduation requirements shall be eligible to participate in any graduation ceremony and school activity related to graduation in which other students are eligible to participate.

**Graduation Requirements for Juvenile Court Schools and County Community Schools
Course Requirements**

1. Academic

To obtain a high school diploma, students must successfully complete 220 credits in grades 9-12, which must include the following course work:

- a. Forty (40) credits in English language arts
- b. Twenty (20) credits in mathematics, which must include algebra or a more advanced mathematics course

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

- c. Twenty (20) credits in science
 - d. Thirty (30) credits in social sciences, including U.S. history and geography; world history; one semester of American government; and one semester of economics
 - e. Ten (10) credits in visual or performing arts or a world language, which might include American Sign Language or a career and technical education (CTE) course can be applied toward, or any combination of five (5) credits in each of visual or performing arts or a world language, including American Sign Language or CTE
 - f. Twenty (20) credits in physical education; ten (10) credits must be taken in the 9th grade and an additional ten (10) credits taken during grades 10-12, unless the student has been exempted pursuant to provisions of the Education Code
 - g. Five (5) credits in health
 - h. Seventy-five (75) elective credits, any other coursework, including work experience, vocational education, arts and sciences or developmental course (e.g., reading and math intervention) that LACOE has required.
 - i. Pupils enrolled in LACOE educational programs may receive academic credit for coursework completed through college courses and online instruction, provided that LACOE academic requirements are met and such alternative instruction is approved by designated LACOE staff.
2. Assessment Requirements for Diploma

LACOE educational programs may require students to demonstrate minimum proficiency in reading and math on a LACOE-adopted assessment.

Commencement Ceremony

- 1. LACOE pupils (except those from IPoly or LACHSA) who have earned a diploma or certificate of achievement will be eligible to participate in a commencement ceremony. Students who complete the LACOE requirements to earn a diploma or certificate of achievement before August 15th of the same year will be allowed to participate in the previous school year commencement ceremony.
- 2. Any senior who demonstrates chronic absenteeism and/or shows cause to be placed on an attendance, academic, or is on disciplinary probation may lose the privilege of participating in the commencement ceremony.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

3. The ceremony programs will list pupils by their specific diploma or certificate they will receive.

Graduation Requirements for International Polytechnic High School (IPoly)

1. Academic

Between the ninth (9th) and twelfth (12th) grades, pupils enrolled in LACOE's IPoly program must successfully complete a minimum of 240 credits to earn an IPoly diploma. This includes 210 credits of required core courses and a minimum of 30 credits in additional courses. The IPoly core course sequence includes the a-g requirements:

- a. Forty (40) credits in English language arts
- b. Forty (40) credits in mathematics
- c. Forty (40) credits in science
- d. Forty (40) credits in social sciences (9th grade social science may be waived for transfer students)
- e. Twenty (20) credits in world language
- f. Twenty (20) credits in physical education
- g. Ten (10) credits in visual and performing arts
- h. Thirty (30) credits in additional required courses
- i. Students must complete 100 hours of community service in order to graduate with an IPoly diploma. Community service hours must be obtained by volunteering for a verified non-profit organization.
- j. Grade-Level Projects: Students must pass grade level projects each semester with a grade of 60% or better

During a long-term County-wide or Statewide declared emergency or other unforeseen disaster that would interrupt the school's educational continuity and/or operations, the County Superintendent or designee in collaboration with the IPoly Principal or designee retains the authority to waive or adjust the service hours or work requirements for grade level projects.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Commencement Ceremony

1. Pupils from IPoly who have earned a diploma will be eligible to participate in their own respective commencement ceremonies.
2. Any senior who demonstrates chronic absenteeism and/or shows cause to be placed on attendance, academic, and/or disciplinary probation (or violates probation) during the second semester of their senior year may lose the privilege of participating in the commencement ceremony.

Graduation Requirements for Los Angeles County High School for the Arts (LACHSA)

1. Academic

Between the ninth (9th) and twelfth (12th) grades, pupils enrolled in LACOE's LACHSA program must successfully complete 225 credits, which must include the following courses in order to receive a diploma. The LACHSA core course sequence includes the a-g requirements:

- a. Forty (40) credits in English language arts
- b. Twenty (20) credits in mathematics which must include algebra or a more advanced mathematics course
- c. Twenty (20) credits in science (life and physical)
- d. Thirty (30) credits in social sciences, including U.S. history and world history; one semester of American government; and one semester of economics
- e. Twenty (20) credits in a world language
- f. Ten (10) credits in fine arts
- g. Twenty (20) credits in physical education
- h. Sixty-five (65) credits in electives

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Commencement Ceremony

1. Pupils from LACHSA who have earned a diploma will be eligible to participate in their own respective commencement ceremonies.
2. Any senior who demonstrates chronic absenteeism and/or shows cause to be placed on attendance, academic, disciplinary or arts probation (or violates probation) during the second semester of their senior year may lose the privilege of participating in the commencement ceremony.

Exemptions from LACOE-Adopted Graduation Requirements

~~Prior to the beginning of grade 10, the IEP team for each student with disabilities shall determine whether the student is eligible for exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, and if so, shall notify the student's parent/guardian of the exemption. A student with disabilities shall be eligible for the exemption, if the student's IEP provides for both of the following requirements: (Education Code 51225.31)~~

- ~~1. That the student take the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code 60640~~
- ~~2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3~~

~~In addition,~~ A foster youth, students experiencing homelessness, former juvenile court school students or probation 602 youth, children of a military families, or migrant students who transfer into a LACOE school or between LACOE schools any time after completing the second year of high school, or a ~~newly arrived immigrant~~ newcomer student who is in the third or fourth year of high school ~~and is participating in a newcomer program~~ shall be required to complete all graduation requirements specified in Education Code 51225.3 (CDE graduation requirements of 130 core credits) but shall be exempt from any additional LACOE-adopted graduation requirements, unless the County Superintendent or designee makes a finding that the student is reasonably able to complete the additional requirements in time to graduate by the end of a fourth year of high school.

Within 30 days of the transfer into a school by a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, ~~or a newly arrived immigrant student, or of the commencement of participation in a newcomer program,~~ newcomer student as applicable, the County Superintendent or designee shall notify any such eligible student, and others as required by law, of the availability of the exemption from local graduation requirements and whether the student qualifies for it. (Education Code 51225.1)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

The County Superintendent or designee shall not require or request a foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or ~~a newly arrived immigrant student participating in a newcomer student program~~ who is exempted from LACOE-established graduation requirements and who completes the statewide coursework requirements before the end of the fourth year of high school, and would otherwise be entitled to remain in school, to graduate before the end of the student's fourth year of high school. (Education Code 51225.1)

If ~~a~~ the foster youth, student experiencing homelessness, former juvenile court school student, child of a military family, migrant student, or ~~a newly arrived immigrant student participating in a newcomer program~~ student was not properly notified of an exemption, declined the exemption, or was not previously exempted, the student or the ~~person holding the right to make~~ student's educational ~~decisions for the student~~ rights holder may request the exemption and the County Superintendent or designee shall exempt the student within 30 days of the request. Any such student who at one time qualified for the exemption may request the exemption even if the student is no longer eligible. (Education Code 51225.1)

Additionally, a student with disabilities shall be eligible for an exemption from all coursework and other requirements adopted by the Board in addition to the statewide course requirements for high school graduation, if the student's individualized education program (IEP) provides for both of the following requirements: (Education Code 51225.31)

1. That the student is eligible to take the alternate assessment as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

LACOE's responsibility to provide a free appropriate public education shall not terminate when a student with a disability who is exempted from district- adopted graduation requirements participates in graduation activities unless the IEP team, which includes the parent/guardian and student, has determined that the student has completed the high school experience. (Education Code 51225.31)

Annually, the County Superintendent or designee shall report to the California Department of Education, in accordance with Education Code 51225.1, the number of students graduating from the fourth or fifth year of high school who, for the prior school year, graduated with an exemption from LACOE-established graduation requirements that are in addition to statewide coursework requirements.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

There are five criteria to be eligible for the waiver to graduate with his or her 9th grade cohort:

- The youth must have transferred schools while he or she is in grade 11 or 12, transfers into the school district from another school district or between high schools within the district.
- The youth cannot complete the LACOE graduation requirements within 4 years of high school, and the Education Rights Holder declines a 5th year of high school.
- Education Rights Holder determines that the waiver is in the youth's best interest to graduate under AB 167/216/1806/2306/365/2121.
- The student successfully completes the CDE required minimum courses of 130 core credits.
- The student has an open DCFS case since starting the 11th grade, or experiencing homelessness, or a former juvenile court school student or probation 602 youth, or a child of a military family, or a migratory child since starting the 11th grade, or a newly arrived immigrant within 3 years.

1. Academic

To obtain a LACOE high school diploma, students shall complete 130 credits, from the following courses in grades 9-12, with each course being one year unless otherwise specified:

- a. Thirty (30) credits in English language arts
- b. Twenty (20) credits in mathematics which must include algebra and any other mathematics course
- c. Twenty (20) credits in science (biological science and physical science)
- d. Thirty (30) credits in social studies, including U.S. history and modern world history; one semester of American government; and one semester of economics
- e. Ten (10) credits in visual or performing arts, world language, or career technical education (CTE). (Five [5] maximum from CTE)
- f. Twenty (20) credits in physical education

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

2. Assessment Requirements for Diploma

Once the student completes all LACOE course requirements, the counselor will confirm and request the student's diploma. The processing for the diploma takes approximately 3 to 4 weeks. After 4 weeks, the student or individual with education decision-making rights should contact the LACOE Student File Center to request his or her diploma. This can be done in person at Los Angeles County Office of Education, 9300 Imperial Highway, Student File Center, Downey 90242, or by mail, fax, or email. Fax (562) 469-4244 or (562) 469-4346 or email, studentfilecenter@lacoedu.edu.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5145.6 - Parental Notifications)

(cf. 6173 - Education for Homeless Children and Youth)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.2 - Education of Children of Military Families)

Retroactive Diplomas

Any student who completed grade 12 in the 2003-04 through 2014-15 school year and met all applicable graduation requirements other than the passage of the high school exit examination shall be granted a high school diploma. (Education Code 51413)

In addition, LACOE may retroactively grant high school diplomas to former students who: (Education Code 48204.4, 51430, 51440)

1. Departed California against their will while in grade 12 and did not receive a diploma because the departure interrupted their education, provided that they were in good academic standing at the time of the departure.

Persons may be considered to have departed California against their will if they were in custody of a government agency and were transferred to another state, were subject to a lawful order from a court or government agency that authorized their removal from California, were subject to a lawful order and were permitted to depart California before being removed from California pursuant to the lawful order, were removed or were permitted to depart voluntarily pursuant to the federal Immigration and Nationality Act, or departed due to other circumstances determined by the district that are consistent with the purposes of Education Code 48204.4.

In determining whether to award a diploma under these circumstances, the County Superintendent or designee shall consider any coursework that may have been completed outside of the United States or through online or virtual courses.

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

2. Former students who were interned by order of the federal government during World War II or who are honorably discharged veterans of World War II, the Korean War, or the Vietnam War, provided that they were enrolled in a district school immediately preceding the internment or military service and did not receive a diploma because their education was interrupted due to the internment or military service in those wars.

Deceased former students who satisfy these conditions may be granted a retroactive diploma to be received by their next of kin.

3. Veterans who entered the military service of the United States while in grade 12 and who had satisfactorily completed the first half of the work required for grade 12 in a district school.
4. Are former members of the military, a resident of California, and received an honorable discharge, or are current members of the military, a resident of California, and a resident of California when entering the military.

In determining whether to award a diploma under these circumstances, the Superintendent or designee shall evaluate classes completed in any high school, community college, or state college, grant credit toward graduation for military service and training received while in the military, and if satisfied that the person has completed the equivalent of the requirements for graduation from high school, grant the person a diploma of graduation.

5. Were in their senior year of high school during the 2019-20 school year, were in good academic standing and on track to graduate at the end of the 2019-20 school year as of March 1, 2020, and were unable to complete the statewide graduation requirements, as a result of the COVID-19 crisis.

Complaints

If a student or student's parent/guardian has a complaint regarding academic credits, academic requirements, or the diploma process, that individual should follow the Complaint Policy, 1312.3, and, where appropriate, the Williams Uniform Complaint Procedures, 1312.4.

Legal References (see next page)

HIGH SCHOOL GRADUATION REQUIREMENTS (continued)

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination
47612 Average daily attendance in charter school
48200 Compulsory attendance
48204.4 Parents/guardians departing California against their will
48412 Certificate of proficiency
48430 Continuation education schools and classes
48645.5 Former juvenile court school students; enrollment
48980 Parent/guardian notifications
49701 Interstate Compact on Educational Opportunity for Military Children
51224 Skills and knowledge required for adult life
51224.5 Algebra instruction
51225.1 Exemption from district graduation requirements
51225.2 Course credits
51225.3 High school graduation
51225.31 Exemption for students with disabilities
51225.35 Mathematics course requirements; computer science
51225.36 Instruction in sexual harassment and violence; districts that require health education for graduation
51225.5 Honorary diplomas
51225.6 Instruction in cardiopulmonary resuscitation
51225.9 Courses of study, grades 7 to 12; career technical education
51228 Course of study; offerings and timely opportunity
51230 Credit for community emergency response training
51240-51246 Exemptions from requirements
51250-51251 Assistance to military dependents
51410-51413 Diplomas
51420-51427 High school equivalency certificates
51430 Retroactive high school diplomas
51440 Credit and granting of diploma to veterans and members of the military service
51450-51455 Golden State Seal Merit Diploma
51744-51749.6 Independent study
56390-56392 Recognition for educational achievement, special education
60640 California Assessment of Student Performance and Progress
60900.2 Students with Disabilities Graduation Reporting
66204 Certification of high school courses as meeting university admissions criteria
67386 Student safety; affirmative consent standard
CODE OF REGULATIONS, TITLE 5
1600-1651 Graduation of students from grade 12 and credit toward graduation
4600-4670 Uniform complaint procedures
COURT DECISIONS
O'Connell v. Superior Court (Valenzuela), (2006) 141 Cal.App.4th 1452

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>
<http://www.cde.ca.gov/ta/tg/hs>
California Department of Education, High School: <http://www.cde.ca.gov/ci/gs/hs>
University of California, List of Approved a-g Courses:
<http://www.universityofcalifornia.edu/admissions/freshman/requirements>

Policy
adopted: December 5, 2023

LOS ANGELES COUNTY OFFICE OF EDUCATION
Downey, California

Instruction

BP 6146.4(a)

DIFFERENTIAL GRADUATION AND COMPETENCY STANDARDS FOR STUDENTS WITH DISABILITIES

The County Board recognizes that students with disabilities are entitled to a course of study that provides them with a free appropriate public education (FAPE) and that modifications to LACOE's regular course may be needed on an individualized basis to provide FAPE. In accordance with law, each student's individualized education program (IEP) team shall determine the appropriate goals, as well as any appropriate individual accommodations necessary for measuring the academic achievement and functional performance of the student on state and LACOE assessments.

(cf. 6159 - Individualized Education Program)

(cf. 6159.1 - Procedural Safeguards and Complaints for Special Education)

(cf. 6162.51 - State Academic Achievement Tests)

(cf. 6164.4 - Identification and Evaluation of Individuals for Special Education)

Exemption from District-Established Graduation Requirements

LACOE students shall complete all course requirements for high school graduation as specified in Board Policy 6146.1 – High School Graduation Requirements. However, a student with a disability, that entered the ninth grade in the 2022-23 school year and later may be exempted from all coursework and other requirements adopted by the County Board that are in addition to the statewide course requirements for high school graduation if the student's IEP provides for both of the following requirements: (Education Code 51225.31).

1. That the student is eligible to take the alternate assessment aligned to alternate achievement standards in grade 11 as described in Education Code 60640
2. That the student complete state standards aligned coursework to meet the statewide coursework specified in Education Code 51225.3

~~Prior to the beginning of grade 10, the IEP team for each student with a disability shall determine whether the student is eligible for the exemption, and if so, notify the student's parent/guardian of the exemption. (Education Code 51225.31)~~

Any such exempted student shall receive a diploma and be eligible to participate in any graduation ceremony and school activity related to graduation in which a student of similar age without a disability would be eligible to participate. (Education Code 51225.31)

The district's responsibility to provide FAPE shall not terminate when a student with a disability who is exempted from district- adopted graduation requirements participates in graduation activities unless the student's IEP team, which includes the parent/guardian and student, has determined that the student has completed the high school experience. (Education code 51225.31)

DIFFERENTIAL GRADUATION AND COMPETENCY STANDARDS FOR STUDENTS WITH DISABILITIES (continued)

Certificate of Educational Achievement or Completion

Instead of a high school diploma, a student with a disability may be awarded a certificate or document of educational achievement or completion if the student has met one of the following requirements: (Education Code 56390)

1. Satisfactorily completed a prescribed alternative course of study approved by the County Board of Education in which the student attended school or the district with jurisdiction over the student as identified in the student's IEP
2. Satisfactorily met the student's IEP goals and objectives during high school as determined by the IEP team
3. Satisfactorily attended high school, participated in the instruction as prescribed in the student's IEP, and met the objectives of the statement of transition services

(cf. 6146.1 - High School Graduation Requirements)

A student with a disability who meets any of the criteria specified above shall be eligible to participate in any graduation ceremony and any school activity related to graduation in which a graduating student of similar age without disabilities would be eligible to participate. (Education Code 56391)

(cf. 5127 - Graduation Ceremonies and Activities)

Legal Reference:

EDUCATION CODE

51225.3 High school graduation requirements

51225.31 Graduation exemption for students with disabilities

56341 Individualized education program team

56345 Elements of the IEP

56390-56392 Certificate of completion, special education

60900.2 Students with disabilities graduation reporting

60640 California Assessment of Student Performance and Progress

CODE OF REGULATIONS, TITLE 5

3070 Graduation

UNITED STATES CODE, TITLE 20

1400-1482 Individuals with Disabilities Education Act

CODE OF FEDERAL REGULATIONS, TITLE 34

300.1-300.818 Individuals with Disabilities Education Act, especially:

300.320 Definition of IEP

Management Resources:

WEB SITES

California Department of Education: <http://www.cde.ca.gov>

*U.S. Department of Education, Office of Special Education and Rehabilitative Services:
<http://www.ed.gov/about/offices/list/osers/index.html?src=mr>*

Students

BP 5116.2(a)

INVOLUNTARY STUDENT TRANSFERS

The County Board desires when possible to enroll students in the school of their choice, but recognizes that circumstances sometimes necessitate the involuntary transfer of some students to another school or program in LACOE. The County Superintendent or designee shall develop procedures to facilitate the transition of such students into their new school of enrollment.

(cf. 5113.1 - Chronic Absence and Truancy) (cf. 5116.1 - ~~Intradistrict Open Enrollment~~)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities)) (cf. 6173.3 - ~~Education for Juvenile Court School Students~~)

As applicable, when determining the best placement for a student who is subject to involuntary transfer, the County Superintendent or designee shall review all educational options for which the student is eligible, the student's academic progress and needs, the enrollment capacity at LACOE transferee schools, and the availability of support services and other resources.

Whenever a student is involuntarily transferred, the County Superintendent or designee shall provide timely written notification to the student and ~~his/her~~ the parent/guardian and an opportunity for the student and parent/guardian to meet with the County Superintendent or designee to discuss the transfer.

Students Convicted of Violent Felony or Misdemeanor

With the exception of LACOE facilities that service incarcerated youth, a student may be transferred to another LACOE school if the student is convicted of a violent felony, as defined in Penal Code 667.5(c), or a misdemeanor listed in Penal Code 29805 and is enrolled at the same school as the victim of the crime for which the student was convicted. (Education Code 48929) ~~he/she is found in violation of LACOE's conduct policy BP 5131.~~

Before transferring such a student, the principal ~~County Superintendent~~ or designee shall attempt to resolve the conflict using restorative justice, counseling, or other such services. ~~He/she~~ The County Superintendent or designee shall also notify the student and ~~his/her~~ their parents/guardians of ~~the~~ their right to request a meeting with the principal or designee. (Education Code 48929)

(cf. 5138 - ~~Conflict Resolution/Peer Mediation~~) (cf. 5144 - Discipline)
(cf. 6164.2 - Guidance and Counseling Services)

Participation of any victim in any conflict resolution program shall be voluntary, and ~~he/she~~ the student shall not be subjected to any disciplinary action for ~~his/her~~ their refusal to participate in conflict resolution.

~~The County Superintendent or designee shall decide whether or not the student should be transferred.~~

INVOLUNTARY STUDENT TRANSFERS (continued)

The principal or designee shall submit to the County Superintendent or designee a recommendation as to whether or not the student should be transferred. If the County Superintendent or designee determines that a transfer would be in the best interest of the students involved, the County Superintendent shall submit such recommendation to the County Board for approval.

~~The County Superintendent or designee shall~~ The County Board will hear the matter in closed session to maintain the confidentiality of student information, unless the parent/guardian or adult student submits a written request that the matter be addressed in open session and doing so would not violate the privacy rights of any other student. The student's family may present their case against the transfer, and will be accorded five minutes to do so. The County Board may ask questions and may deliberate in closed session. ~~The County Superintendent or designee's~~ County Board's decision shall be final.

(cf. 9321 - Closed Session Purposes and Agendas)

The decision to transfer a student shall be subject to periodic review by the County Superintendent or designee.

The County Superintendent or designee shall annually notify parents/guardians of LACOE's policy authorizing the transfer of a student pursuant to Education Code 48929. (Education Code 48980)

(cf. 5145.6 - Parental Notifications)

Other Involuntary Transfers

Students may be involuntarily transferred under any of the following circumstances:

1. ~~If a high school student commits an act enumerated in Education Code 48900 or is habitually truant or irregular in school attendance~~ pupil is expelled for any reason, he/she the student may be transferred to ~~another LACOE~~ a community day school. (Education Code ~~48432.5~~ 48662)
2. The pupil is probation referred pursuant to Sections 300 and 602 of the Welfare and Institutions Code.
3. The pupil is referred to a community day school by a school attendance review board, is in violation of school attendance policies, is habitually truant, or is irregular in school attendance.
4. If a Title IX investigation finds substantiated claims through a preponderance of evidence ~~that a student is negatively impacting the learning environment, he/she the student~~ the student may be transferred to another LACOE school.

INVOLUNTARY STUDENT TRANSFERS (continued)

5. If a student attending one of LACOE's Specialized High Schools does not meet the academic and/or behavioral expectations set forth in the Student Handbook or the Community Handbook.

~~(cf. 6184 – Continuation Education)~~

Any student who commits an expellable offense enumerated under 48900 (a-j) will be provided due process in accordance with BP 5144.1.

Procedures governing transfers other than expellable offenses are resolved at the school level. A student who is dissatisfied with the decision may request to meet with the County Superintendent. The decision of the County Superintendent is final.

Legal Reference:

EDUCATION CODE

35146 Closed sessions; student matters

48430-48438 Continuation classes, especially:

48432.5 Involuntary transfer to continuation school 48660-48666 Community day schools, especially:

48662 Involuntary transfer to community day school 48900 Grounds for suspension and expulsion

48929 Transfer of student convicted of violent felony or misdemeanor 48980 Notice at beginning of term

PENAL CODE

667.5 Violent felony, definition

29805 Misdemeanors involving firearms WELFARE AND INSTITUTIONS CODE

300 Minors subject to jurisdiction

602 Minors violating laws defining crime; ward of court

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

Policy
adopted: August 8, 2017

LOS ANGELES COUNTY OFFICE OF EDUCATION
Downey, California

Business and Noninstructional Operations

BP 3400(a)

MANAGEMENT OF LACOE ASSETS/ACCOUNTS

The County Superintendent or designee will establish and maintain an accurate, efficient financial management system that enhances LACOE's ability to meet its fiscal obligations, produces reliable financial reports, and complies with laws, regulations, policies, and procedures. The County Superintendent will ensure that LACOE's accounting system provides ongoing internal controls and meets generally accepted accounting standards as specified by the California Department of Education and, as appropriate, the Governmental Accounting Standards Board (GASB). Pursuant to Board Policy and Administrative Regulation 3460, the County Superintendent or designee shall provide the County Board with financial reports throughout the year in accordance with law.

(cf. 3000 - Concepts and Roles) (cf. 3100 - Budget)
(cf. 3300 - Expenditures and Purchases) (cf. 3312 - Contracts)
(cf. 3314 - Payment for Goods and Services)
(cf. 3460 - Financial Reports and Accountability)

Organization and Legal Requirements

The accounting functions of the Office will be organized in such a way as to safeguard its assets, check the accuracy and reliability of its accounting data, promote operational efficiency, and assure adherence to sound managerial principles.

It will be the aim of the Office to provide the financial information necessary for the efficient operation of LACOE while following a course of prudent business management in accordance with the highest professional and ethical standards, all applicable laws, County Board policies, and administrative regulations.

Capital Assets

The County Superintendent or designee will develop a system to accurately identify and value LACOE assets in order to help ensure financial accountability and to minimize the risk of loss, fraud, or misuse. LACOE's assets with a useful life of more than one year and an initial acquisition cost of \$5,000 or more shall be considered capital assets. The County Superintendent or designee will determine the estimated useful life of each capital asset and will calculate and report the estimated loss of value or depreciation during each accounting period for all capital assets.

(cf. 3440 - Inventories)

Internal Controls/Fraud Prevention

The County Board expects County Board members, employees, consultants, vendors, contractors, and other parties maintaining a business relationship with LACOE to act with integrity and due diligence in dealings involving LACOE's assets and fiscal resources. Board members and LACOE employees involved in the making of contracts on behalf of LACOE shall comply with the LACOE's conflict of interest policy as specified in Board Bylaw 9270 - Conflict of Interest.

BP 3400(b)

MANAGEMENT OF LACOE ASSETS/ACCOUNTS (continued)

The County Superintendent or designee will develop internal controls that aid in the prevention and detection of fraud, financial impropriety, or irregularity within LACOE; to assist with effective and efficient operation of LACOE, produce reliable financial information, and ensure compliance with all applicable laws and regulations. These internal controls may include, but are not limited to, segregating and monitoring employee duties relating to authorization, custody of assets, and recording or reporting of transactions; maintaining an integrated financial system; developing timely reconciliations of budgets, ledgers, and accounts; and requiring continuous in-service training for business office staff on the importance of fraud prevention, financial management, budget, and governance.

The accounting system will be designed in accordance with the California School Accounting Manual and shall incorporate those procedures that provide adequate and accurate financial data in order to facilitate the preparation of required financial reports and internal management reports.

All employees shall be alert for any indication of fraud, financial impropriety, or irregularity within their area of responsibility. Any employee who suspects fraud, impropriety, or irregularity shall immediately report those suspicions to the employee's immediate supervisor and/or the County Superintendent or designee. In addition, the County Superintendent or designee will establish a method for employees and outside persons to anonymously report any suspected instances of fraud, impropriety, or irregularity.

(cf. 4119.1/4219.1/4319.1 - Civil and Legal Rights)

The County Superintendent or designee will have primary responsibility for any necessary investigations of suspected fraud, impropriety, or irregularity, in coordination with legal counsel, LACOE's auditors, labor relations, the Fiscal Crisis and Management Assistance Team (FCMAT), law enforcement agencies, or other governmental entities, as appropriate.

Audit of Capital Assets

A physical inventory of capital assets shall be taken every two years and reconciled to the accounting records. Additions and deletions shall be reconciled with the accounting records.

Internal Controls

Expenditures shall not be allowed to exceed appropriations unless the proper approvals have been received, as specified in administrative regulations.

Abatements

Abatements shall be defined as those receipts that cancel a part or the whole of a determinable item of previous expenditure. If a receipt cannot be substantiated as a cancellation of a specific expenditure, it must be reported as income.

MANAGEMENT OF LACOE ASSETS/ACCOUNTS (continued)

Encumbrances

Encumbrances shall be defined as obligations in the form of purchase orders, contracts, salaries, and other commitments chargeable to an appropriation for which a part of the appropriation is reserved.

Transfers of Funds

Transfers between funds and accounts shall be made only as allowed by the applicable provisions of the Education Code and after the proper approvals have been obtained as specified in administrative regulations.

Classifications of Expenditures

Expenditures shall be classified in accordance with the definitions in the California School Accounting Manual and in accordance with the accounting principles and procedures prescribed by the American Institute of Certified Public Accountants and the Governmental Accounting Standards Board.

Warrants

All claims against Los Angeles County Office of Education (LACOE) funds shall be carefully reviewed for accuracy and legality. Such claims, when supported by proper documentation, shall be paid by a warrant drawn against the funds of the Office. Warrants other than payroll warrants shall be drawn in such a manner as to ensure the least possible delay. Payroll warrants shall be drawn in accordance with the provisions of the Government Code, applicable laws, and LACOE Board policies.

Void Warrants

Pursuant to the provisions of Government Code Section 29802 and the County Board's resolution delegating its authority to the County Superintendent, the Office is authorized to reissue void warrants that it originally issued subject to the following conditions:

- A. A warrant may be issued only within a period of four years immediately following the date upon which it became void after:
 - 1. Verifying that money is available in the County Treasury, and
 - 2. Finding that it would be inequitable or unreasonable not to draw the warrant.

MANAGEMENT OF LACOE ASSETS/ACCOUNTS (continued)

- B. A warrant may be issued only after the four-year period immediately following the date upon which it became void, upon the approval of the County Board of Education after:
 - 1. Verifying that money is available in the County Treasury, and
 - 2. Finding that it would be inequitable or unreasonable not to draw the warrant.
- C. The payee or assignee of any warrant that is void shall present such warrant to the Director, Accounting & Budget Development (ABD), or shall declare by affidavit that such warrant has been lost or destroyed.
- D. Warrants may be reissued by the LACOE's Accounts Payable unit only upon request of the Director, Accounting & Budget Development (ABD).

Cash Collections and Receipts

All cash collections and receipts shall be properly accounted for in accordance with principles and procedures prescribed by the California School Accounting Manual, the American Institute of Certified Public Accountants, and the Governmental Accounting Standards Board.

Internal

The work of the Office shall be organized in such a manner that internal auditing shall be a continual process whereby the work of one employee is reviewed by another.

The County Superintendent and Audit Committee shall see that internal audits of fiscal and administrative procedures and internal accounting controls of LACOE, including subgrantees and subcontractors of federal and state funded programs, are conducted as necessary by internal auditors who are independent of the activities they audit.

Records shall be made available for audit in such a way as to facilitate the work of the auditors.

Outside Auditor Selection

Proposals for auditing services shall be solicited from qualified accounting firms not less than once every five years. The contract shall be awarded to the auditing firm that offers the most favorable contract, taking into consideration such factors as cost, efficiency, service to LACOE, and qualifications of the auditors.

Special Auditors

LACOE shall make every attempt to facilitate the work of the special outside auditors who audit specific aspects of LACOE operation, such as Workers' Compensation, special projects, and others.

MANAGEMENT OF LACOE ASSETS/ACCOUNTS (continued)

Legal Reference:

EDUCATION CODE

1241.5 Audit by county superintendent

14500-14508 Financial and compliance audits 35035

Powers and duties of superintendent 35250 Duty to

keep certain records and reports

41010-41023 Accounting regulations, budget controls and audits 42600-

42604 Control of expenditures

42647 Drawing of warrants by district on county treasurer; form; reports, statements and other data

GOVERNMENT CODE

1090-1099 Prohibitions applicable to specified officers

53995-53997 Obligation of contract

87100-87500 Political Reform Act

Management Resources:

CSBA PUBLICATIONS

Maximizing School Board Governance: Budget Planning and Adoption, 2006

Maximizing School Board Governance: Fiscal Accountability, 2006

School Finance CD-ROM, 2005

GOVERNMENTAL ACCOUNTING STANDARDS BOARD

Statement 34, Basic Financial Statements - and Management's Discussion and Analysis - For State and

Local Governments, June 1999

WEB SITES

CSBA: <http://www.csba.org>

California Association of School Business Officials: <http://www.casbo.org> California

Department of Education, School Finance: <http://www.cde.ca.gov/jg> California State

Controller's Office: <http://www.sco.ca.gov>

Fiscal Crisis & Management Assistance Team: <http://www.fcmat.org>

Governmental Accounting Standards Board: <http://www.gasb.org> School

Services of California: <http://www.sscal.com>

Business and Noninstructional Operations

BP 3311(a)

BIDS

The Los Angeles County Office of Education (LACOE) is committed to promoting public accountability and In order to ensuring transparency and the prudent expenditure use of public funds. When leasing, purchasing, or contracting for equipment, materials, supplies, or services for LACOE, including when contracting for public projects involving LACOE facilities, the County Superintendent or designee shall explore lawful opportunities to obtain the greatest value for expenditure of public funds. LACOE shall award contracts in an objective manner and in accordance with law. Equipment, supplies, and services shall be purchased using competitive bidding. When required by law or if the County Superintendent or designee determines that it is in the best interest of LACOE to do so, such contracts shall be made using competitive bidding.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 20116)

(cf. 0410 - Nondiscrimination in LACOE Programs and Activities)

(cf. 3000 - Concepts and Roles)

(cf. 3300 - Expenditures and Purchases)

(cf. 9270 - Conflict of Interest)

~~LACOE may piggyback onto the contract of another public agency or corporation to lease or purchase equipment or supplies to the extent authorized by law. (Public Contract Code 20118)~~

~~Bid specifications shall be carefully designed and shall describe in detail the quality, delivery, and service required.~~

~~To comply with law, LACOE will require a uniform system of rating bidders based on completed questionnaires and model guidelines developed by the Department of Industrial Relations.~~

The County Superintendent or designee shall establish comprehensive bidding procedures for LACOE in accordance with law. The procedures shall include a process for advertising bids, instructions and timelines for submitting and opening bids, and other relevant requirements.

For award of contracts which, by law or Board policy, require prequalification, the procedures shall identify a uniform system for rating bidders on the basis of a completed questionnaire and financial statements.

When calling for bids, the County Superintendent or designee shall ensure that the bid specifications clearly describe in appropriate detail the quality, delivery, and service required and include all information which LACOE knows, or has in its possession, that is relevant to the work to be performed or that may impact the cost of performing the work.

BP 3311(b)

BIDS (continued)

Except as authorized by law, contracts shall be let to the lowest responsible bidder who shall give such security as the County Superintendent requires, or else all bids shall be rejected. (Public Contract Code 20111)

When the County Superintendent or designee has determined that it is in the best interest of LACOE, LACOE may piggyback onto the contract of another public agency or corporation to lease or purchase any personal property to the extent authorized by law. (Public Contract Code 20118)

Legal References: (see next page)

BIDS (continued)

Legal References:

EDUCATION CODE

1276 *Data processing systems, lowest bidder*
17595 *Purchases through Department of General Services*
38083 *Purchase of perishable foodstuffs and seasonable commodities*
38110-38120 *Apparatus and supplies*
39802 *Transportation services*

GOVERNMENT CODE

4330-4334 *Preference for California-made materials*
6252 *Definition of public record*
53060 *Special services and advice*
54201-54205 *Purchase of supplies and equipment by local agencies*

PUBLIC CONTRACT CODE

1102 *Emergencies*
2001-2001 *Responsive bidders*
3002 *Roofing projects*
3400 *Bids, specifications by brand or trade name not permitted*
3410 *United States produce and processed foods*
6610 *Bid visits*
12200 *Definitions, recycled goods, materials and supplies*
20103.8 *Award of contracts*
20107 *Bidder's security*
20111-20118.4 *Contracting by school districts*
20189 *Bidder's security, earthquake relief*
22002 *Definition of public project*
22030-22045 *Alternative procedures for public projects (UPCCAA)*
22050 *Alternative emergency procedures*
22152 *Recycled product procurement*

COURT DECISIONS

Marshall v. Pasadena USD, (2004) 119 Cal.App.4th 1241

Konica Business Machines v. Regents of the University of California, (1988) 206 Cal.App.3d 449

City of Inglewood-Los Angeles County Civic Center Authority v. Superior Court, (1972) 7 Cal.3d 861

ATTORNEY GENERAL OPINIONS

89 Ops.Cal.Atty.Gen. 1 (2006)

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California Association of School Business Officials: <http://www.casbo.org>

Business and Noninstructional Operations

BP 3311.1(a)

UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING

The County Board and County Superintendent have, by resolution, adopted the procedures set forth in the Uniform Public Construction Cost Accounting Act pursuant to Public Contract Code 22030-22045, including the informal bidding procedures when allowed by law.

The County Superintendent or designee is authorized to award any contract eligible for informal bidding procedures and to develop plans, specifications, and working details for all public projects requiring formal bidding procedures.

No work, project, service, or purchase shall be split or separated into smaller work orders or projects for the purpose of evading legal requirements for competitive bidding. (Public Contract Code 22033)

Projects awarded through the UPCCAA shall be subject to the cost accounting procedures established by the California Uniform Construction Cost Accounting Commission. (Public Contract Code 22030)

Emergency Actions

When formal bids are required by law but an emergency necessitates immediate repair or replacements, the County Superintendent may proceed to replace or repair a facility without adopting plans, specifications, strain sheets, or working details or giving notice for bids to let contracts. The work may be done by day labor under the direction of the County Superintendent and/or contractor. The emergency action shall subsequently be reviewed by the County Superintendent in accordance with Public Contract Code 22050. (Public Contract Code 1102, 22035, 22050)

Legal References: (see next page)

UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING (continued)

State References

Pub. Cont. Code 1102

Pub. Cont. Code 20110-20118.4

Pub. Cont. Code 22000-22020

Pub. Cont. Code 22000-22045

Pub. Cont. Code 22050

Description

Definition of emergency -

<https://simbli.eboardsolutions.com/SU/uCLuvOi1XfVD0J6DMN5rhQ==>

Local Agency Public Construction Act; school districts -

<https://simbli.eboardsolutions.com/SU/zWJZOd57dzPOR97bEYJURg==>

California Uniform Construction Cost Accounting Commission

<https://simbli.eboardsolutions.com/SU/DLw5U6jkJ18uhpBzRfcHGw==>

Uniform Public Construction Cost Accounting Act -

<https://simbli.eboardsolutions.com/SU/DLw5U6jkJ18uhpBzRfcHGw==>

Emergency contracting procedures -

<https://simbli.eboardsolutions.com/SU/4CNzpk4qMnJ5iSh0aEsIsh9Ww==>

Management Resources

References

CA Uniform Construction Cost Accounting Comm. Pub.

CA Uniform Construction Cost Accounting Comm. Pub.

Website

Website

Website

Website

Description

Cost Accounting Policies and Procedures Manual, 2021 -

<https://simbli.eboardsolutions.com/SU/r5qyWxgpaToi63OIUHKYqw==>

Frequently Asked Questions, September 2022 -

<https://simbli.eboardsolutions.com/SU/tXtROplusFH5HGAOplus5GEOaxdw==>

CSBA District and County Office of Education Legal Services -

<https://simbli.eboardsolutions.com/SU/UdykszdmPETuDsIshXk6R5akQ==>

California Uniform Construction Cost Accounting Commission -

<https://simbli.eboardsolutions.com/SU/yfhlBOF4Vfy9UeiWjwIPKA==>

CSBA

<https://simbli.eboardsolutions.com/SU/W3QxkK2FPsDsQBnMIENxGg==>

California Association of School Business Officials -

<https://simbli.eboardsolutions.com/SU/vplusVmEFNjoJhGgV6PRTlb0g==>

Cross References

3311

3311

3312

7000

7110

9323.2

9323.2-E(1)

9323.2-E(2)

Description

Bids

Bids

Contracts

Concepts And Roles

Facilities Master Plan

Actions By The Board

Actions By The Board

Actions By The Board

Policy
adopted:

LOS ANGELES COUNTY OFFICE OF EDUCATION
Downey, California

Students

BP 5131.2(a)

BULLYING

The County Board recognizes the harmful effects of discrimination, harassment, intimidation, and bullying on student learning and school attendance and desires to provide a welcoming, safe school environments that protect all students from physical, mental and emotional harm. The County Superintendent will establish student safety as a high priority and will not tolerate discrimination, harassment, intimidation, or bullying of any student.

Acts of discrimination, harassment, intimidation, and bullying based on actual or perceived immigration status, disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or association with a person or group with one or more of these actual or perceived characteristics, are prohibited under this policy. (Penal Code 422.55; Education Code 220).

~~This policy applies to all acts related to school activity or school attendance occurring within a school under the jurisdiction of the County Superintendent.~~ This policy shall apply to all acts constituting bullying related to school activity or to school attendance occurring within a school under the jurisdiction of the County Superintendent, to acts which occur off campus or outside of school-related or school-sponsored activities but which may have an impact or create a hostile environment at school, and to all acts of the County Board and the Superintendent in enacting County Office policies and procedures.

No student or group of students shall, through physical, written, verbal, visual, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel, or retaliate against them for filing a complaint or participating in the complaint resolution process. This includes acts of discrimination, harassment, intimidation, and bullying related to school activity or school attendance occurring within a school under the jurisdiction of the County Superintendent.

(cf. 5131 - Conduct)

(cf. 5136 - Gangs)

(cf. 5145.3 - Nondiscrimination/Harassment)

(cf. 5145.7 - Sexual Harassment)

(cf. 5145.9 - Hate-Motivated Behavior)

As appropriate, the County Superintendent or designee shall develop effective strategies with students, parents/guardians, staff, law enforcement, courts, social services, mental health services, and other agencies; and community organizations of processes to promote safety in schools and the community and to provide services for alleged victims and perpetrators of bullying.

(cf. 1220 - Citizen Advisory Committees)

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)

(cf. 6020 - Parent Involvement)

Such strategies shall be incorporated into the comprehensive safety plan and, to the extent possible, into the local control and accountability plan and other applicable district and school plans.

BULLYING (continued)

(cf. 0420 - School Plans/Site Councils)
(cf. 0450 - Comprehensive Safety Plan)
(cf. 0460 - Local Control and Accountability Plan)

Any complaint of bullying shall be investigated and, if determined to be discriminatory, resolved in accordance with law and LACOE's uniform complaint procedures specified in AR 1312.3. If, during the investigation, it is determined that a complaint involves nondiscriminatory bullying, the principal or designee shall inform the complainant and shall take all necessary actions to resolve the complaint.

(cf. 1312.3 – Uniform Complaint Procedures)

If the County Superintendent or designee believes it is in the best interest of a student who has been the victim of an act of bullying, as defined in Education Code 48900, the County Superintendent or designee shall advise the student's parents/guardians that the student may transfer to another school. If the parents/guardians of a student who has been the victim of an act of bullying requests a transfer for the student pursuant to Education Code 46600, the County Superintendent or designee shall allow the transfer in accordance with law and LACOE policy on intradistrict or interdistrict transfer, as applicable.

(cf. 5116.1 - Intradistrict Open Enrollment)
(cf. 5117 - Interdistrict Attendance)

LACOE families are encouraged to model respectful behavior, contribute to a safe and supportive learning environment, and monitor potential causes of bullying. Any employee who permits or engages in bullying or retaliation related to a complaint of bullying shall be subject to disciplinary action, up to and including dismissal.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:

BUSINESS AND PROFESSIONS CODE
22589-22589.4 Cyberbullying Protection Act
EDUCATION CODE
200-262.4 Prohibition of discrimination
32282 Comprehensive safety plan
35181 Governing board policy on responsibilities of students
35291-35291.5 School discipline rules
46600 Student transfers
48900-48925 Suspension or expulsion
48985 Translation of notices
52060-52077 Local control and accountability plan
PENAL CODE
422.55 Definition of hate plan

Legal References (continued next page)

BULLYING (continued)

Legal references (continued)

647 Use of camera or other instrument to invade person's privacy; misdemeanor
647.7 Use of camera or other instrument to invade person's privacy; punishment
653.2 Electronic communication devices, threats to safety
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures
UNITED STATES CODE, TITLE 47
254 Universal service discounts (e-rate)
CODE OF FEDERAL REGULATIONS, TITLE 28
35.107 Nondiscrimination on basis of disability; complaints
CODE OF FEDERAL REGULATIONS, TITLE 34
104.7 Designation of responsible employee for Section 504
106.8 Designation of responsible employee for Title IX
110.25 Notification of nondiscrimination on the basis of age
COURT DECISIONS
Wynar v. Douglas County School District, (2013) 728 F.3d 1062
J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094
Lavine v. Blaine School District, (2002) 279 F.3d 719

Management Resources:

CSBA PUBLICATIONS
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010
Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007
Final Guidance: AB 1266, Transgender and Gender Nonconforming Students, Privacy, Programs, Activities & Facilities, Legal Guidance, March 2014
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Addressing the Conditions of Children: Focus on Bullying, Governance Brief, December 2012
Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011
Building Healthy Communities: A School Leaders Guide to Collaboration and Community Engagement, 2009
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools: Kindergarten Through Grade Twelve, 2008
Bullying at School, 2003
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
Dear Colleague Letter: Harassment and Bullying, October 2010
Dear Colleague Letter: Bullying of Students with Disabilities, August 2013
WEBSITES
CSBA: <http://www.csba.org>
California Cybersafety for Children: <http://www.cybersafety.ca.gov>
California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss/>
Center for Safe and Responsible Internet Use: <http://cyberbully.org>
National School Boards Association: <http://www.nsba.org>
National School Safety Center: <http://www.schoolsafety.us>
U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Board Bylaws

BB 9321(a)

CLOSED SESSION PURPOSES AND AGENDAS

The Los Angeles County Board of Education (County Board) is allowed to meet in closed session for the following purposes:

- A. Meet with negotiator prior to the purchase, sale, exchange or lease (or lease renewal) of properties (GC 54956.8)
- B. Meet with counsel on pending (anticipated) or existing litigation (GC 54956.9)
- C. Meet regarding matters relating to threat to public safety (GC 54957)
- D. All closed session topics will be duly noted on the agenda. The chair will announce the reason for closed session and will report decision(s) or actions taken following closed session

Legal References: Education Code Section 1080(c); 85 Ops.Cal.Atty.Gen. 77 (2002)

The County Board may hold closed sessions only for purposes authorized by law. The County Board may hold a closed session at any time during a regular or special meeting and during emergency meetings in accordance with law. (Government Code 54956.5, 54957.7, 54962)

(cf. 9320 - Meetings and Notices)

(cf. 9322 - Agenda/Meeting Materials)

The agenda shall contain a brief general description of all closed session items to be discussed. (Government Code 54954.2)

The County Board shall disclose in open meeting the items to be discussed in closed session. In the closed session, the County Board may consider only those matters covered in its statement. (Government Code 54957.7)

No agenda, notice, announcement, or report required by the Brown Act need identify any victim or alleged victim of tortious sexual conduct or child abuse unless the identity of the person has been publicly disclosed. (Government Code 54961, 54957.7)

In accordance with law, a County Board member shall not disclose confidential information received in a closed session unless the County Board authorizes the disclosure of that information. (Government Code 54963)

(cf. 9011 - Disclosure of Confidential/Privileged Information)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Matters Related to Students

The County Board shall meet in closed session to consider the expulsion of a student, unless the student submits a written request at least five days before the date of the hearing that the hearing be held in open session. Regardless of whether the expulsion hearing is conducted in open or closed session, the County Board may meet in closed session for the purpose of deliberating and determining whether the student should be expelled. (Education Code 48918)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

(cf. 5144.3 – Expulsion Appeals)

The County Board shall meet in closed session to address any student matter that may involve disclosure of confidential student information, or to consider a suspension, disciplinary action, or any other action against a student except expulsion. If a parent/guardian or adult student submits a written request to have the matter heard in open session within 48 hours of receiving notice of the County Board's intention to hold a closed session, it will be honored to the extent that it does not violate the privacy rights of any other student. (Education Code 35146, 48912, 49070)

(cf. 5117 - Interdistrict Attendance)

(cf. 5144 - Discipline)

Agenda items related to student matters shall briefly describe the reason for the closed session, such as “student expulsion appeals hearing,” without violating the confidentiality rights of individual students. The student shall not be named on the agenda, but a number may be assigned to the student in order to facilitate record keeping.

Security Matters

The County Board may meet in closed session with the Governor, Attorney General, district attorney, legal counsel, sheriff or chief of police, or their respective deputies, or a security consultant or a security operations manager, on matters posing a threat to the security of public buildings, to the security of essential public services, including water, drinking water, wastewater treatment, natural gas service, and electric service, or to the public's right of access to public services or public facilities. (Government Code 54957)

(cf. 0450 - Comprehensive Safety Plan)

(cf. 3515 - Campus Security)

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

The County Board may meet in closed session during an emergency meeting held pursuant to Government Code 54956.5 to meet with law enforcement officials for the emergency purposes specified in Government Code 54957 if agreed to by a two-thirds vote of the County Board members present. If less than two-thirds of the members are present, then the County Board must agree by a unanimous vote of the members present. (Government Code 54956.5)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Agenda items related to security matters shall specify the name of the law enforcement agency and the title of the officer, or name of applicable agency representative and title, with whom the County Board will consult. (Government Code 54954.5)

Conference With Real Property Negotiator

The County Board may meet in closed session with the County Board's real property negotiator prior to the purchase, sale, exchange or lease of real property by or for LACOE in order to grant its negotiator the authority regarding the price and terms of the property. (Government Code 54956.8)

Before holding the closed session, the County Board shall hold an open and public session to identify its negotiator(s) and the property under negotiation and to specify the person(s) with whom the negotiator may negotiate. (Government Code 54956.8)

For purposes of real property transactions, negotiators may include members of the County Board. (Government Code 54956.8)

Agenda items related to real property negotiations shall specify LACOE negotiator attending the closed session. If circumstances necessitate the absence of a specified negotiator, an agent or designee may participate in place of the absent negotiator as long as the name of the agent or designee is announced at an open session held prior to the closed session. The agenda shall also specify the name of the negotiating parties and the street address of the real property under negotiation. If there is no street address, the agenda item shall specify the parcel number or another unique reference of the property. The agenda item shall also specify whether instruction to the negotiator will concern price, terms of payment, or both. (Government Code 54954.5)

Pending Litigation

Based on the advice of its legal counsel, the County Board may hold a closed session to confer with or receive advice from its legal counsel regarding pending litigation when a discussion of the matter in open session would prejudice the County Board's position in the case. For this purpose, "litigation" includes any adjudicatory proceeding, including eminent domain, before a court, administrative body exercising its adjudicatory authority, hearing officer, or arbitrator. (Government Code 54956.9)

Litigation is considered "pending" when any of the following circumstances exist:

1. Litigation to which the County Board is a party has been initiated formally. (Government Code 54956.9(a))

CLOSED SESSION PURPOSES AND AGENDAS (continued)

2. A point has been reached where, in the County Board’s opinion based on the advice of legal counsel and on the existing facts and circumstances, there is a significant exposure to litigation against LACOE, or the County Board. (Government Code 54956.9(b))
3. Based on existing facts and circumstances, the County Board has decided to initiate or is deciding whether to initiate litigation. (Government Code 54956.9(c))

“Existing facts and circumstances” authorizing a closed session pursuant to Government Code 54956.9(b) as described in item #2 above are limited to the following: (Government Code 54956.9)

1. Facts and circumstances that might result in litigation against LACOE but which LACOE believes are not yet known to potential plaintiffs and which do not need to be disclosed.
2. Facts and circumstances including, but not limited to, an accident, disaster, incident or transactional occurrence which might result in litigation against LACOE, which are already known to potential plaintiffs, and which must be publicly disclosed before the closed session or specified on the agenda.
3. The receipt of a claim pursuant to the Tort Claims Act or a written threat of litigation from a potential plaintiff. The claim or written communication must be available for public inspection.

(cf. 3320 - Claims and Actions Against the LACOE)

4. A threat of litigation made by a person in an open meeting on a specific matter within the responsibility of the County Board.
5. A threat of litigation made by a person outside of an open meeting on a specific matter within the responsibility of the County Board, provided that LACOE official or employee receiving knowledge of the threat made a record of the statement before the meeting and the record is available for public inspection.

The above record does not need to identify an alleged victim of tortious sexual conduct or anyone making a threat on his/her behalf or identify an employee who is the alleged perpetrator of any unlawful or tortious conduct, unless the identity of this person has been publicly disclosed.

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Before holding a closed session pursuant to this section, the County Board shall state on the agenda or publicly announce the subdivision of Government Code 54956.9 under which the closed session is being held. If authority is based on Government Code 54956.9(a), the County Board shall either state the title or specifically identify the litigation to be discussed or state that doing so would jeopardize LACOE's ability to effectuate service of process upon unserved parties or to conclude existing settlement negotiations to its advantage. (Government Code 54956.9)

Agenda items related to "pending litigation" shall be described as a conference with legal counsel regarding "existing litigation" or "anticipated litigation." (Government Code 54954.5)

"Existing litigation" items shall identify the name of the case specified by either the claimant's name, names of parties and case or claim number, unless the County Board states that to identify the case would jeopardize service of process or existing settlement negotiations. (Government Code 54954.5)

"Anticipated litigation" items shall state that there is significant exposure to litigation pursuant to Government Code 54956.9(b) and shall specify the potential number of cases. When LACOE expects to initiate a suit, items related to anticipated litigation shall state that the discussion relates to the initiation of litigation pursuant to Government Code 54956.9(c) and shall specify the potential number of cases. The agenda or an oral statement before the closed session may be required to provide additional information pursuant to items #2-5 above. (Government Code 54954.5, Government Code 54956.9(b)(3)(B-E))

Review of Audit Report from Bureau of State Audits

Upon receipt of a confidential final draft audit report from the Bureau of State Audits, the County Board may meet in closed session to discuss its response to that report. After public release of the report from the Bureau of State Audits, any County Board meeting to discuss the report must be conducted in open session, unless exempted from that requirement by some other provision of law. (Government Code 54956.75)

Closed session agenda items related to an audit by the Bureau of State Audits shall state "Audit by Bureau of State Audits." (Government Code 54954.5)

When an action taken during a closed session involves final approval or adoption of a document such as a contract or settlement agreement, a copy of the document shall be provided to any person present at the conclusion of the closed session who submitted a written request. If the action taken results in one or more substantive amendments, the document shall be made available the next business day or when the necessary retyping is complete. Whenever copies of an approved agreement will not be immediately released due to an amendment, the County Board president shall orally summarize the substance of the amendment for those present at the end of the closed session. (Government Code 54957.1)

CLOSED SESSION PURPOSES AND AGENDAS (continued)

Legal Reference:

EDUCATION CODE

35145 *Public meetings*

35146 *Closed session (re student suspension)*

44929.21 *Districts with ADA of 250 or more*

48918 *Rules governing expulsion procedures; hearings and notice*

49073 *Release of directory information*

49076 *Access to records by persons without written parental consent*

49079 *Notification to teacher re: students whose actions are grounds for suspension or expulsion*

60617 *Meetings of governing board*

GOVERNMENT CODE

~~3540-3549.3~~ *Educational Employment Relations Act*

~~6250-6268~~ *California Public Records Act*

54950-54963 *The Ralph M. Brown Act*

COURT DECISIONS

Morrison v. Housing Authority of the City of Los Angeles Board of Commissioners (2003) 107 Cal.App.4th 860

Bell v. Vista Unified School District (2001) 82 Cal.App.4th 672

Fischer v. Los Angeles Unified School District (1999) 70 Cal.App.4th 87

Fowler v. City of Lafayette (2020) 45 Cal.App.5th 68

Furtado v. Sierra Community College District (1998) 68 Cal. App.4th 876

Roberts v. City of Palmdale (1993) 5 Cal.4th 363

Sacramento Newspaper Guild v. Sacramento County Board of Supervisors (1968) 263 Cal.App.2d 41

ATTORNEY GENERAL OPINIONS

89 Ops. Cal. Atty. Gen. 110 (2006)

86 Ops. Cal. Atty. Gen. 210 (2003)

78 Ops. Cal. Atty. Gen. 218 (1995)

59 Ops. Cal. Atty. Gen. 532 (1976)

Management Resources:

CSBA PUBLICATIONS

The Brown Act: School Boards and Open Meeting Laws, ~~2003~~-rev. 2019

ATTORNEY GENERAL PUBLICATIONS

The Brown Act: Open Meetings for Legislative Bodies, California Attorney General's Office, 2002

CALIFORNIA CITY ATTORNEY PUBLICATIONS

Open and Public III: A User's Guide to the Ralph M. Brown Act, 2000

WEB SITES

CSBA: <http://www.csba.org>

California Attorney General's Office: <http://www.caag.state.ca.us>

Board Meeting – April 2, 2024

Item VII. Recommendations

- B. Approval to Develop a Subcommittee to Address Los Angeles County High School for the Arts (LACHSA) and International Polytechnic High (IPoly) Admissions

LACOE will create an Ad hoc committee which will include members of LACHSA and the County Board of Education to examine the current admission process and propose a redesign to the Superintendent and the County Board.

Board Meeting – April 2, 2024

Item VIII. Informational Items

A. Governmental Relations

Dr. Duardo will provide an update on Governmental Relations.

Superintendent Duardo invites the Los Angeles County Board of Education to attend the next annual State Capitol Legislative Visit. The annual State Capitol Legislative Visit will occur virtually on Wednesday, May 8th from 9:00 a.m. to 4:00 p.m.

Board Meeting – April 2, 2024

Item VIII. Informational Items

- B. Los Angeles County Board of Education Meeting Schedule, Establishment of Meeting Times, Future Agenda Items, and Follow up.

**LOS ANGELES COUNTY
BOARD OF EDUCATION**

**MEETING CALENDAR
April 3 - June 30, 2024**

<p>APRIL 2 2024</p> <p>3:00 Board Meeting</p> <p>Public Hearing: Request for a Material Revision to the Charter of <i>Russell Westbrook Why Not? High School, Grades 9-12</i></p> <p>Consent Rec: Acceptance of Project Funds No. 78</p> <p>Consent Rec: Acceptance of Project Funds No. 79</p> <p>Rec: Approval of First Reading on Board Policy (BP) 0460 (Local Control and Accountability Plan), BP 6146.1 (High School Graduation Requirements), BP 6146.4 (Differential Graduation and Competency Standards for Students with Disabilities), BP 5116.2 (Involuntary Student Transfers), BP 3400 (Management of LACOE Assets/Accounts), BP 3311 (Bids), BP 3311.1 (Uniform Public Construction Cost Accounting Procedures), BP 5131.2 (Bullying) and Board Bylaw (BB) 9321 (Closed Session) (Enclosure)</p> <p>Rec: Approval to Develop a Subcommittee to Address LACHSA and IPoly Admissions</p> <p>Interdistrict Attendance Appeal</p> <ol style="list-style-type: none"> 1. Ashley I. v. Inglewood USD 2. Christopher F. v. Long Beach USD 3. Indya T. v. Torrance USD <p>APRIL 9 - Cancelled</p>	<p>APRIL 16 2024</p> <p>2:30 Board Audit Committee Meeting</p> <p>3:00 Board Meeting</p> <p>Presentation: 2023-24 Los Angeles County Academic Decathlon Winners</p> <p>Public Hearing: Disposal of Textbooks and Instructional Materials for Educational Programs School Sites</p> <p>Rpt: Update on Juvenile Court Schools</p> <p>Rpt: Williams Uniform Complaint Procedure Quarterly Report for Educational Programs, January 1 to March 31, 2024</p> <p>Consent Rec/Bd. Res.: Adoption of Board Resolution No. 47 to recognize May 7, 2024, as El Dia del Maestro, or Day of the Teacher, in Los Angeles County</p> <p>Consent Rec/Bd. Res.: Adoption of Board Resolution No. 48 to recognize May 19-25, 2024 as Classified School Employees Week in Los Angeles County</p> <p>Consent Rec/Bd. Res.: Adoption of Board Resolution No. 49: May Day, May 1, 2024</p> <p>Consent Rec: Adoption of Board Resolution No. 50: to recognize May 13, 2024, as National School Nurse Day</p> <p>Consent Rec: Adoption of Board Resolution No. 51: to recognize May 2024, as National Foster Care Month</p> <p>Consent Rec: Adoption of Board Resolution No. 52: Asian American and Pacific Islander Heritage Month, May 2024</p> <p>Consent Rec: Adoption of Board Resolution No. 53: to recognize May 22, 2024 as Harvey Milk Day</p> <p>Consent Rec: Adoption of Board Resolution No. 54: National Mental Health Month, May 2024</p> <p>Rec: Approval of Head Start and Early Learning Division Budget Revision – Non-Federal Match Waiver Request with Attached Staff Report</p> <p>Rec: Approval of Educational Programs 2023-24 Textbooks and Instructional Materials Disposal List</p> <p>Rec: Approval of Second Reading and Adoption of Board Policy (BP) 0460 (Local Control and Accountability Plan), BP 6146.1 (High School Graduation Requirements), BP 6146.4 (Differential Graduation and Competency Standards for Students with Disabilities), BP 5116.2 (Involuntary Student Transfers), BP 3400 (Management of LACOE Assets/Accounts), BP 3311 (Bids), BP 3311.1 (Uniform Public Construction Cost Accounting Procedures), BP 5131.2 (Bullying) and Board Bylaw (BB) 9321 (Closed Session) (Enclosure)</p> <p>Rec: <u>Approval to Develop a Subcommittee to Address Los Angeles County High School for the Arts (LACHSA) and International Polytechnic High (IPoly) Admissions</u></p> <p>Rec: <u>Approval of Position Recommendation Report, PRR 1.0 – April 2024</u></p> <p>Interdistrict Attendance Appeal</p> <ol style="list-style-type: none"> 1. Evan L. v. Inglewood USD (Spanish Interpreter) 2. <u>Dalia C. v. Los Angeles USD (Spanish Interpreter)</u> 3. Nickolas L. v. Los Angeles USD 4. Marcio L. G. v. Los Angeles USD 5. Oscar A. N. M. v. Los Angeles USD 6. Willow L. Los Angeles USD 7. Jaliane B. v. Los Angeles USD 8. Ace G. v. Inglewood USD 9. Anthony V. v. Compton USD 10. Emmett Y. v. Long Beach USD 11. Reginald T. Jr. v. Long Beach USD 12. Veronica G. v. Azusa USD 13. Brunno G. v. Azusa USD
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<p>MAY 7 2024</p> <p>3:00 Board Meeting</p> <p>Presentation: Day of the Teacher 2024</p> <p>Public Hearing: Disposal of Textbooks and Instructional Materials for Educational Programs School Sites</p> <p>Rpt: Quarterly Budget Report – 3rd Quarter</p> <p>Recommendation/Public Hearing: Adopt the Superintendent’s Recommendation to Approve/Deny the Material Revision to the Charter of <i>Russell Westbrook Why Not? High School, Grades 9-12</i></p> <p>Rec: Approval of Educational Programs 2023-24 Textbooks and Instructional Materials Disposal List</p> <p>Interdistrict Attendance Appeal</p> <ol style="list-style-type: none"> 1. Jillian W. v. Los Angeles USD 2. Joseph M. W v. Los Angeles USD 3. Siena S. v. Los Angeles USD 4. Evan T. v. Los Angeles USD 5. Sean B. v. Los Angeles USD 6. Ian B. v. Los Angeles USD 7. Kohl B. v. Los Angeles USD 8. Alden B. v. Los Angeles USD 9. Journey W. v. Los Angeles USD 10. Adriel C. v. Los Angeles USD 11. Vincent K. v. Los Angeles USD 12. Chloe D. v. Los Angeles USD 13. Cordelia W. v. Los Angeles USD 14. Andrea J. A. v. Los Angeles USD 15. Raphael C. v. Los Angeles USD 16. Zion O. v. Los Angeles USD 17. Sasha L. v. Los Angeles USD 18. Deveron L. v. Los Angeles USD 19. Drew L. v. Los Angeles USD 20. Trinity R. v. Los Angeles USD 21. Tadeo S. v. Compton USD 22. Luke B. v. Long Beach USD 23. Daniel H. v. Lawndale ESD 24. Reginald T. v. ABC USD <p>**Memorial Day – Monday, May 27, 2024</p>	<p>MAY 14 2024</p> <p>3:00 Board Meeting</p> <p>Presentation: Los Angeles County Regional Spelling Bee</p> <p>Presentation: Recognition of Classified School Employees Week</p> <p>Rpt: Update on Juvenile Court Schools</p> <p>Rpt: Advancing Innovation: AI Initiative Progress Report</p> <p>Consent Rec: Approval of Los Angeles County Board of Education Institutional Memberships for the 2024-25 Fiscal Year</p> <p>MAY 21</p> <p>3:00 Board Meeting</p> <p>Presentation: History Day Awards 2024</p> <p>Rpt: Local Control and Accountability Plan (LCAP) for Educational Programs</p> <p>Consent Rec: Adoption of Board Resolution No. __: LGBTQ Pride Month, June 2024</p> <p>Consent Rec: Adoption of Board Resolution No. __: Immigrant Heritage Month, June 2024</p>
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<p>JUNE 4 2024</p> <p>3:00 Board Meeting</p> <p>Presentation: Recognition of 2023-24 Science and Math Competition and Other Events</p> <p>Rpt: Quarterly Budget Report – Estimated Actuals</p> <p>Rpt: Report on Policies</p> <p>Rpt: Los Angeles County Office of Education’s Proposed Budget 2024-25 (Enclosure)</p> <p>Consent Rec: Approval of Annual Distribution of United States Forest Reserve and Flood Control Funds</p> <p>Consent Rec: Adoption of Board Resolution No. __: Juneteenth, June 19, 2024</p> <p>Consent Rec: Approval of Re-Issuance of Stale-Dated Warrants</p> <p>Rec: Adoption of Board Resolution No. __: Short-term Cash Loan to School Districts in Los Angeles County – BS</p> <p>Rec: Approval of the Los Angeles County Board of Education Schedule, 2024-2025, Establishment of meeting times, future agenda items, follow up</p> <p>**Juneteenth Day – Wednesday, June 19, 2024</p>	<p>JUNE 11 2024</p> <p>3:00 Board Meeting</p> <p>Public Hearing: Local Control and Accountability Plan (LCAP)</p> <p>Public Hearing: Public Hearing on the Annual Budget and Service Plans for the Los Angeles County Court Schools Special Education Local Plan Area (LAC Court Schools SELPA)</p> <p>Public Hearing: 2024-25 Proposed Budget</p> <p>Rec: Approval of First Reading of Policies</p> <p>Rec: Annual Budget and Service Plans for the Los Angeles County Court Schools Special Education Local Plan Area (LAC Court Schools SELPA)</p> <p>JUNE 18</p> <p>3:00 Board Meeting</p> <p>Presentation: Academic Bowl 2024</p> <p>Rpt: Update on Juvenile Court Schools</p> <p>Consent Rec: Adoption of Board Resolution No. __: 2024-25 on how funds received from the Education Protection act shall be spent as required by Article XIII, Section 36 of the California Constitution (EPA) – BS</p> <p>Rec: Approval of Second Reading and Adoption of Policies</p> <p>Rec: Adoption of Local Control Accountability Plan (LCAP)</p> <p>Rec: Adoption of 2024-25 Proposed Budget</p> <p>Rec: Los Angeles County Office of Education – Differentiated Assistance Plan 2024-25</p>
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