



CHARTER PETITION RENEWAL

For the term JULY 1, 2025 – JUNE 30, 2031

Submitted to

Los Angeles Unified School District

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Assurances, Affirmations, and Declarations

PUENTE Charter School (also referred to herein as “PUENTE” and “Charter School”) shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(e)(1).)
- Not charge tuition. (Ed. Code § 47605(e)(1).)
- Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in section 422.55 of the Penal Code, including immigration status. (Ed. Code § 47605(e)(1); Ed. Code § 220.)
- Except as provided in Education Code section 47605(e)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(e)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(e)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). Preferences shall not result in limiting enrollment access for pupils with disabilities, academically low-achieving pupils, English learners, neglected or delinquent pupils, homeless pupils, or pupils who are economically disadvantaged, as determined by eligibility for any free or reduced-price meal program, foster youth, or pupils based on nationality, race, ethnicity, or sexual orientation, and shall not require mandatory parental volunteer hours as a criterion for admission or continued enrollment. (Ed. Code § 47605(e)(2)(B).)
- Charter school shall not encourage a pupil currently attending the Charter School to disenroll from the Charter School or transfer to another school for any reason, including, but not limited to, academic performance of the pupil or because the pupil exhibits any of the characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of

the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. (Ed. Code § 47605(e)(3).)

- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School's parents, legal guardians, and teachers regarding the school's educational programs. (Ed. Code § 47605(d)(2).)

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

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

ELEMENT 1: The Educational Program

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

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

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

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

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

ACADEMIC CALENDAR AND SCHEDULES

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

MATHEMATICS PLACEMENT

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

TRANSITIONAL KINDERGARTEN

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

WASC ACCREDITATION

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

ENGLISH LEARNERS

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

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

- How Charter School's EL Master Plan provides all of its English Learners, including but not limited to Long Term English Learners (LTELs) with an effective English language

acquisition program as well as meaningful and equitable access to Charter School's core academic curriculum

- How English Learners' specific needs will be identified
- What services will be offered
- How, where, and by whom the services will be provided
- How Charter School will evaluate its EL program each year, and how the results of this evaluation will be used to improve the program, including the provision of EL services

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

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

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

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

STUDENTS WITH DISABILITIES

Federal Law Compliance

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

Special Education Program

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

Prior to LAUSD Board of Education approval of an initial Charter petition, and if a renewing Charter School intends to operate as a "school of the district" for special education services, Charter School shall execute a Memorandum of Understanding ("MOU") by and between LAUSD and Charter School regarding the provision and funding of special education services consistent with applicable state law and the LAUSD Special Education Local Plan Area ("SELPA")

Local Plan for Special Education and shall be considered a “public school of the District” for purposes of Special Education pursuant to Education Code section 47641(b). However, Charter School reserves the right to make written verifiable assurances that it may become an independent local educational agency (LEA) and join a SELPA pursuant to Education Code section 47641(a) either on its own or with a grouping of charter school LEAs as a consortium following the requirements of Education Code section 56195.3(b). In this instance, Charter School will execute a MOU with LAUSD on provisions of special education as a member of a non-LAUSD SELPA.

SELPA Reorganization

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

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

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

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

GENERAL INFORMATION

The name and title of the contact person for the Charter School is:	Brenda Meza, Principal	
Contact Address for PUENTE Charter School is:	501 S. Boyle Ave. Los Angeles, CA 90033	
Contact Phone Number for PUENTE Charter School is:	(323) 780-2961	
Current address of PUENTE Charter School is:	501 S. Boyle Ave. Los Angeles, CA 90033	
The location is in the LAUSD Board District	2	
The location is in the LAUSD Local District	East	
The grade configuration of PUENTE Charter School is:	TK-5	
The number of students in the first year (should align with year 1 of the rollout plan, as well as the budget) will be:	320	
The grade level(s) of the students in the first year will be:	TK-5	
PUENTE Charter School's scheduled first day of instruction in 2025-26:	August 11, 2025	
The total enrollment capacity will be: (Enrollment capacity is defined as the total number of students who may be enrolled in Charter School regardless of student residency.)	360	
The type of instructional calendar (e.g. traditional/year-round, single track/multi-track, extended day/year) will be:	Traditional	
The regular bell schedule for PUENTE Charter School will be:	<u>Grades TK-2:</u> 7:45am-2:45pm. (M-Th) 7:45am -12:30pm Fridays	<u>Grades 3-5:</u> 7:45am-2:30pm (M-Th); 7:45am -12:15pm Fridays
The term of this Charter for High performing Schools:	July 1, 2025 – June 30, 2031	

Community Need for Charter School

PUENTE Charter School is located in the Boyle-Heights and East Los Angeles community authorized by the Los Angeles Unified School District Board of Education and granted a five-year term (July 1, 2017 – June 30, 2022). Due to the Covid pandemic statutory regulations expanded the Charter School's term to June 30, 2025.

Since then, PUENTE Charter School has expanded by one grade annually, and currently serves approximately 300 students in grades TK-5.

PUENTE Charter School provides its students with culturally diverse, and intentional instruction, through challenging curriculum that fosters intellectual, social, and emotional growth, delivering the highest quality education for student achievement. Our educational model combines the state academic content standards with project-based learning that promotes creative exploration, digital literacy and problem-solving skills to help students develop a life-long love of learning.

Our commitment to a Whole Child approach aligns to California Community Schools Framework. Through our strategic community partnerships, PUENTE Charter School connects students and their families to the resources they need to thrive. Our teachers provide relevant and engaging content while building strong relationships with students and families. The partnership with our families and community is an integral part of the success of PUENTE Charter School.

The following chart reflects PUENTE’s historic annual enrollment by grade level. Note – The CDE did not identify “TK” on Dataquest until the 2023-24 school year. Therefore, Kinder enrollment may include TK students prior to 2023-24 school year.

Enrollment by Grade Level								
	TK	K	1	2	3	4	5	Total
2017-18	0	86	0	0	0	0	0	86
2018-19	0	61	51	0	0	0	0	112
2019-20	0	54	48	48	0	0	0	150
2020-21	0	51	45	48	50	0	0	194
2021-22	0	68	40	41	44	46	0	239
2022-23	0	76	53	35	44	46	43	297
2023-24	20	46	57	51	33	46	41	294

Charter Renewal Criteria

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

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

The California Department of Education has identified PUENTE Charter School a top-tier (high performing) charter school. (<https://www.cde.ca.gov/sp/ch/documents/perfcat24.xlsx>)

Based on the school’s performance on the 2022 and the 2023 CA School Dashboard, PUENTE Charter School has met the legal requirement for the High Performing Tier, Criterion 2, as determined by the CA Department of Education (CDE). The Criterion 2 designation is based on the student group performance on the CA School Dashboard Academic Indicators which include English Language Arts, Mathematics, and the English Learner Progress Indicator (ELPI). PUENTE continues to meet the legal requirement as a “High Performing” tier charter school with the recent release of the 2024 CA Dashboard.

HIGH PERFORMING TIER – Charter Performance Category

A Charter School in the High Performing Tier is eligible for a five-, six- or seven-year renewal term.

Education Code Section 47607.2(c)(2) states:

(A) The chartering authority shall not deny renewal for a charter school pursuant to this subdivision if either of the following apply for two consecutive years immediately preceding the renewal decision:

(i) The charter school has received the two highest performance levels schoolwide on all the state indicators included in the evaluation rubrics adopted pursuant to Section 52064.5 for which it receives performance levels.

(ii) For all measurements of academic performance, the charter school has received performance levels schoolwide that are the same or higher than the state average and, for a majority of subgroups performing statewide below the state average in each respective year, received performance levels that are higher than the state average.

(iii) Notwithstanding clauses (i) and (ii), a charter school eligible for technical assistance pursuant to Section 47607.3 shall not qualify for renewal under this paragraph.

(iv) A charter school that meets the criteria established by this paragraph and subdivision (a) of Section 47607.2 shall not qualify for treatment under this paragraph.

(B) The chartering authority that granted the charter may renew a charter pursuant to this paragraph for a period of between five and seven years.

(C) A charter that satisfies the criteria in subparagraph (A) shall only be required to update the petition to include a reasonably comprehensive description of any new requirement of charter schools enacted into law after the charter was originally granted or last renewed and as necessary to reflect the current program offered by the charter.

“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.” (CA EC 47607(c)(3))

California School Dashboard: 2024 Dashboard Results

The following charts include the recently published 2024 CA School Dashboard results for the ELA & Math Academic Indicators by performance level (color), and Distance from Standard (DFS). In addition, the following charts provide a comparison of the ELA academic performance for PUENTE Charter School, compared with LAUSD, and the State of California for ‘all students’ and the following numerically significant student groups as it applies to PUENTE Charter School; English Learners (EL), Socioeconomically Disadvantaged (SED), and Hispanic.

2024 ELA CA SCHOOL DASHBOARD	PUENTE	LAUSD	CA State
All Students	GREEN -0.7 DFS	YELLOW -28.2 DFS	ORANGE -13.2 DFS
Socioeconomically Disadvantaged (SED)	YELLOW -6.5 DFS	YELLOW -40.2 DFS	ORANGE -40.9 DFS
English Learner (EL)	ORANGE -35.2 DFS	ORANGE -78.7 DFS	ORANGE -67.6 DFS
Hispanic	GREEN -1.3 DFS	YELLOW -38.9 DFS	ORANGE -39.3 DFS

PUENTE Charter School outperformed LAUSD (district) and the State of California by performance level and as measured by Distance from standard (DFS), for “all students,” and all numerically significant student groups.

As evidenced in the following chart for the Math Academic Indicator, PUENTE outperformed LAUSD (district) and the State of California by performance level and as measured by Distance from standard (DFS), for “all students,” and all numerically significant student groups.

2024 MATH CA SCHOOL DASHBOARD	PUENTE	LAUSD	CA State
All Students	GREEN -13.2 DFS	YELLOW -60.4 DFS	ORANGE -47.6 DFS
Socioeconomically Disadvantaged (SED)	GREEN -15 DFS	YELLOW -72.6 DFS	ORANGE -78.2 DFS
English Learner (EL)	ORANGE -37.2 DFS	ORANGE -95.4 DFS	ORANGE -93.4 DFS
Hispanic	GREEN -14.4 DFS	YELLOW -72.6 DFS	ORANGE -79.2 DFS

California School Dashboard: 2023 Dashboard Results

The following chart includes the results for the ELA Academic Indicator on the 2023 CA School Dashboard by performance level (color) and Distance from Standard (DFS) as measured using the state mandated assessment CAASPP. In addition, the following charts provide a comparison of the ELA CAASPP academic performance for PUENTE Charter School, compared with LAUSD, and the State of California for ‘all students’ and the following numerically significant student groups as it applies to PUENTE Charter School; English Learners (EL), Socioeconomically Disadvantaged (SED), and Hispanic.

2023 ELA CA SCHOOL DASHBOARD	PUENTE	LAUSD	CA State
All Students	ORANGE -9.5 DFS	ORANGE -32.4 DFS	ORANGE -13.6 DFS
Socioeconomically Disadvantaged (SED)	ORANGE -15.7 DFS	ORANGE -46.1 DFS	ORANGE -42.6 DFS
English Learner (EL)	ORANGE -34.2 DFS	RED -87.8 DFS	ORANGE -67.7 DFS
Hispanic	ORANGE -11.5 DFS	ORANGE -43.1 DFS	ORANGE -40.2 DFS

PUENTE Charter School outperformed the district (LAUSD) and the State of California as measured by Distance from standard (DFS), for “all students,” and all numerically significant student groups.

The following chart provides the results for the Math Academic Indicator by performance level (color) and Distance from Standard (DFS) as measured on the CAASPP for PUENTE Charter School, compared with LAUSD, and the State of California for all students and the following numerically significant student groups as it applies to PUENTE Charter School.

2023 MATH CA SCHOOL DASBOARD	PUENTE	LAUSD	CA State
All Students	YELLOW -24.3 DFS	YELLOW -67.3 DFS	ORANGE -49.1 DFS
Socioeconomically Disadvantaged (SED)	ORANGE -31.7 DFS	YELLOW -78.4 DFS	YELLOW -80.8 DFS
English Learner (EL)	ORANGE -35.7 DFS	RED -106 DFS	ORANGE -93.4 DFS
Hispanic	ORANGE -26 DFS	YELLOW -78.9 DFS	ORANGE -80.8 DFS

PUENTE Charter School outperformed the district (LAUSD) and the State of California as measured by Distance from Standard (DFS) Scale Scores for all students and the SED, EL, and Hispanic student groups.

California School Dashboard: 2022 Dashboard Results

For the 2022 Dashboard due to the COVID-19 pandemic, state law required that only “Status” (known as current year data) be reported on the 2022 Dashboard. As a result, dashboard performance was reported using one of five Status levels for state indicators (ELA, Math, ELPI). Therefore, as expressed in the bullets below, Status levels were used as a proxy for performance colors on the 2022 Dashboard where there were at least 30 students. (Source: Determining Charter School Performance Category)

- Status Level “Very Low” = Red
- Status Level “Low” = Orange
- Status Level “Medium” = Yellow
- Status Level “High” = Green
- Status Level “Very High” = Blue

The following chart provides the results for the ELA Academic Indicator by status level and Distance from Standard (DFS) as measured on the CAASPP for PUENTE Charter School, compared with LAUSD, and the State of California for all students and the following numerically significant student groups as it applies to PUENTE Charter School. Due to the suspension of state-mandated testing resulting from the Covid pandemic, performance levels (colors) were not reported.

2022 ELA CA SCHOOL DASHBOARD	PUENTE	LAUSD	CA State
All Students	MEDIUM +1.1 DFS	LOW -30.8 DFS	LOW -12.2 DFS
Socioeconomically Disadvantaged (SED)	LOW -5.2 DFS	LOW -42.1 DFS	LOW -41.2 DFS
English Learner (EL)	MEDIUM -4.2 DFS	VERY LOW -83.9 DFS	LOW -61.2 DFS
Hispanic	MEDIUM -3 DFS	LOW -41.3 DFS	LOW -38.6 DFS

For the 2022 CA School Dashboard ELA Academic Indicator: PUENTE Charter School outperformed the district (LAUSD) and the State of California as measured by Distance from Standard (DFS) Scale Scores for all students and the SED, EL, and Hispanic student groups.

The chart below provides the results for the Math Academic Indicator by status level and Distance from Standard (DFS) as measured on the CAASPP for PUENTE Charter School, compared with LAUSD, and the State of California for all students and the following numerically significant student groups as it applies to PUENTE Charter School. Due to the suspension of state-mandated testing resulting from the Covid pandemic, performance levels (colors) were not reported.

2022 MATH CA SCHOOL DASHBOARD	PUENTE	LAUSD	CA State
All Students	MEDIUM +2.4 DFS	LOW -71.5 DFS	LOW -51.7 DFS
Socioeconomically Disadvantaged (SED)	MEDIUM -6.8 DFS	LOW -83.1 DFS	LOW -84 DFS
English Learner (EL)	MEDIUM -0.8 DFS	VERY LOW -108.5 DFS	LOW -92 DFS
Hispanic	MEDIUM -6.1 DFS	LOW -83.2 DFS	LOW -83.4 DFS

For the 2022 CA School Dashboard Math Academic Indicator: PUENTE Charter School outperformed the district (LAUSD) and the State of California as measured by Distance from Standard (DFS) Scale Scores for all students and the SED, EL, and Hispanic student groups.

CAASPP RESULTS: PERCENTAGE MET/EXCEEDED STANDARDS

The following chart provides the percentage of students that met or exceeded standard for English Language Arts and Mathematics disaggregated by student group for Puente compared with LAUSD and the State of California. The numerically significant student groups that apply to Puente include English Learners (EL), Socioeconomically Disadvantaged (SED) and Hispanic. Although the following charts include the Students with Disabilities (SWD) student group, this is not a numerically significant student group for PUENTE Charter School and therefore the school does not receive a Performance level (color) on the CA School Dashboard and is denoted with an asterisk *. (Source: CDE Test Results for California Assessments)

The 2020-21 school year is the first year that CDE reported CAASPP assessment results for PUENTE, since it was the first year the school served grade 3. Therefore, these charts reflect the school's first cohort of third grade students and results served as a baseline. Puente tested less than 11 Students with Disabilities (SWD) therefore the CDE did not report results due to privacy reasons.

- **ELA CAASPP:** For the 2021-22 school year PUENTE's English Learners (EL) outperformed both LAUSD and the State of California, while the Hispanic Student group, outperformed the State of California, as evidenced in the chart below.
- **Math CAASPP:** For the 2021-22 school year PUENTE's English Learners (EL), and Hispanic student groups outperformed LAUSD, and State of California; while Puente's Socioeconomically Disadvantaged (SED) student group outperformed the State of California, as evidenced in the chart below.

2020-21 ELA CAASPP			
	PUENTE	LAUSD	CA State
All	42.9%	53.8%	49.0%
EL	16.7%	6.9%	11.3%
SWD *	--	15.8%	15.5%
SED	32.4%	51.1%	36.4%
Hispanic	41.7%	50.4%	37.6%

2020-21 Math CAASPP			
	PUENTE	LAUSD	CA State
All	28.6%	29.3%	33.8%
EL	11.1%	6.2%	8.4%
SWD *	--	5.6%	10.8%
SED	24.3%	26.0%	20.3%
Hispanic	27.1%	24.3%	20.4%

The 2021-22 school year marks Puente's second year of CAASPP state testing since the school expanded serving grades TK-4.

- **ELA CAASPP:** For the 2021-22 school year, PUENTE Charter School outperformed LAUSD and the State of California, schoolwide (all students) and for its numerically significant student groups: EL, SED, and Hispanic, including SWD that is not a numerically significant student group, as evidenced in the chart below.
- **Math CAASPP:** For the 2021-22 school year, PUENTE Charter School outperformed LAUSD and the State of California, schoolwide (all students) and for its numerically significant student groups: EL, SED, and Hispanic, including SWD that is not a numerically significant student group, as evidenced in the chart below.

2021-22 ELA CAASPP			
	PUENTE	LAUSD	CA State
All	55.0%	41.7%	47.1%
EL	36.4%	5.1%	12.5%
SWD *	66.7%	12.1%	15.6%
SED	56.3%	35.7%	35.2%
Hispanic	53.9%	35.8%	36.4%

2021-22 Math CAASPP			
	PUENTE	LAUSD	CA State
All	47.8%	28.5%	33.4%
EL	37.5%	5.4%	9.7%
SWD *	--	8.5%	11.5%
SED	42.0%	22.6%	21.2%
Hispanic	46.6%	22.1%	21.2%

The 2022-23 school year marks PUENTE's third year of CAASPP testing, since the school expanded by one grade level to serve grades TK-5.

- **ELA CAASPP:** For the 2022-23 school year, PUENTE Charter School outperformed LAUSD schoolwide and for the EL, SED, and Hispanic student groups. Puente outperformed the State of California for the SED and Hispanic student groups, as evidenced in the chart below.
- **Math CAASPP:** For the 2022-23 school year, PUENTE Charter School outperformed LAUSD and the State of California, schoolwide (all students) and for its numerically significant student groups: EL, SED, and Hispanic, as evidenced in the chart below.

2022-23 ELA CAASPP			
	PUENTE	LAUSD	CA State
All	43.0%	41.2%	46.7%
EL	8.7%	4.4%	10.9%
SWD *	9.5%	12.2%	15.8%
SED	40.2%	35.1%	35.3%
Hispanic	42.1%	35.3%	36.1%

2022-23 Math CAASPP			
	PUENTE	LAUSD	CA State
All	39.1%	30.5%	34.6%
EL	26.1%	6.8%	9.9%
SWD *	9.5%	9.8%	12.3%
SED	36.5%	24.6%	22.9%
Hispanic	38.1%	24.3%	22.7%

In the 2023-24 school year, PUENTE Charter School continued to serve grades TK-5.

- **ELA CAASPP:** For the 2023-24 school year, PUENTE Charter School outperformed LAUSD, and the State of California, schoolwide and for the SED, and Hispanic student groups, including SWD that is not a numerically significant student group as evidenced in the chart below.
- **Math CAASPP:** For the 2023-24 school year, PUENTE Charter School outperformed LAUSD, and the State of California, schoolwide and for the EL, SED, and Hispanic student groups, including SWD that is not a numerically significant student group as evidenced in the chart below.

2023-24 ELA CAASPP			
	PUENTE	LAUSD	CA State
All	52.5%	43.1%	47.0%
EL	8.3%	8.9%	10.3%
SWD *	21.1%	13.5%	15.8%
SED	50.5%	37.6%	36.8%
Hispanic	52.1%	37.5%	36.8%

2023-24 Math CAASPP			
	PUENTE	LAUSD	CA State
All	49.2%	32.8%	35.5%
EL	13.3%	10.7%	10.3%
SWD *	15.8%	11.0%	12.5%
SED	49.5%	27.5%	25.0%
Hispanic	48.8%	26.5%	23.7%

ENGLISH LEARNER PROGRESS INDICATOR (ELPI)

On the 2022 CA School Dashboard, CDE reported status levels due to the suspension of ELPAC state testing during the Covid pandemic, therefore performance levels (colors) were not reported. However, for the 2023 and the 2024 CA School Dashboard, performance levels (colors) were reported as reported in the following chart. (Source: CA School Dashboard)

The English Learner Progress Indicator (ELPI) reports on the progress English Learner (EL) students are making towards English Language Proficiency at their schools and districts. The ELPI relies on the results of the Summative English Language Proficiency Assessments for California (ELPAC), including Summative Alternate ELPAC results, to determine EL student progress.

For the EL students taking the Summative ELPAC those who increase an ELPI level or maintain ELPAC Level 4 are counted as making progress towards English Language Proficiency.

On the 2023 CA School Dashboard the ELPI included the following:

- Change and overall performance color reported for the first time since the 2017 Dashboard.
- Inclusion of the Summative Alternative ELPAC results into the ELPI.
- Change in the ELPAC Participation Rate methodology in the ELPI.

The following chart below includes the 2022, 20223, and 2024 CA School Dashboard results for the English Learner Progress Indicator (ELPI) for: PUENTE Charter School, LAUSD, and the State of California. The percentages reflect the percentage of English Learners that made progress toward English Language Proficiency as measured by the ELPAC Assessment. The Performance levels (colors) reflect the CDE's designation on the 5x5 ELPI chart.

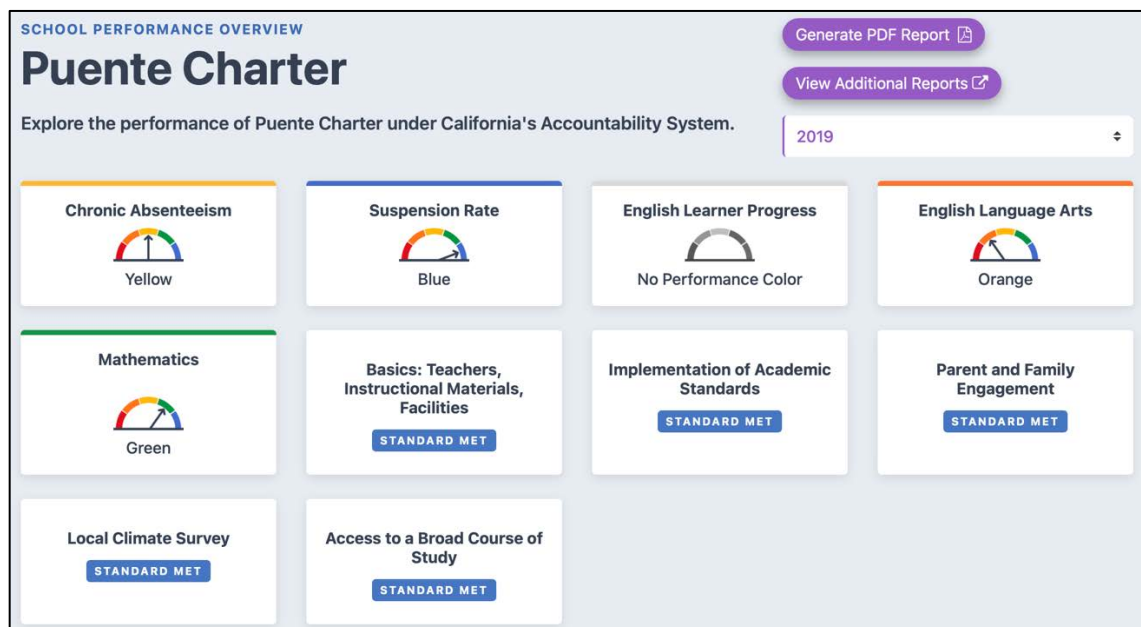
ENGLISH LEARNER PROGRESS INDICATOR (ELPI) ON DASHBOARD			
	2022	2023	2024
PUENTE CHARTER SCHOOL	75.4% VERY HIGH	75.6%	70.4%
LAUSD	51.4% MEDIUM	48.4%	47.5%
CA State	50.3% MEDIUM	48.7%	45.7%

As evidenced above, PUENTE Charter School continues to outperform the district (LAUSD) and the State of California in the percentage of English Learners making progress toward English Language Proficiency.

LOCAL INDICATORS

PUENTE Charter School received a “standard met” for all local indicators as reported on the 2019, 2022, 2023 and 2024 CA School Dashboard (as evidenced in the following charts). The California Department of Education suspended the 2020 and 2021 CA School Dashboard due to the Covid pandemic.

The following charts are a screenshot of Puente Charter School’s performance on the CA School Dashboard and Local Indicator status for the 2019, 2022, 2023 and 2024 CA School Dashboard.



Puente Charter

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2022

Due to the COVID-19 pandemic, state law allows the 2022 Dashboard to only display the most current year of data (also known as Status). For this year only, performance levels will be reported using one of five Status levels (ranging from Very High, High, Medium, Low, and Very Low) for state measures. Please note that the Status levels associated with the Chronic Absenteeism and Suspension Rate Indicators are reversed (ranging from Very Low, Low, Medium, High, and Very High). Information regarding this year's Dashboard data is available within the [Dashboard Communications Toolkit](#).

Chronic Absenteeism



Suspension Rate



English Learner Progress



English Language Arts



Mathematics



Basics: Teachers, Instructional Materials, Facilities

STANDARD MET

Implementation of Academic Standards

STANDARD MET

Parent and Family Engagement

STANDARD MET

Local Climate Survey

STANDARD MET

Access to a Broad Course of Study

STANDARD MET

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2023

Chronic Absenteeism



Suspension Rate



English Learner Progress



English Language Arts



Mathematics



Basics: Teachers, Instructional Materials, Facilities

STANDARD MET

Implementation of Academic Standards

STANDARD MET

Parent and Family Engagement

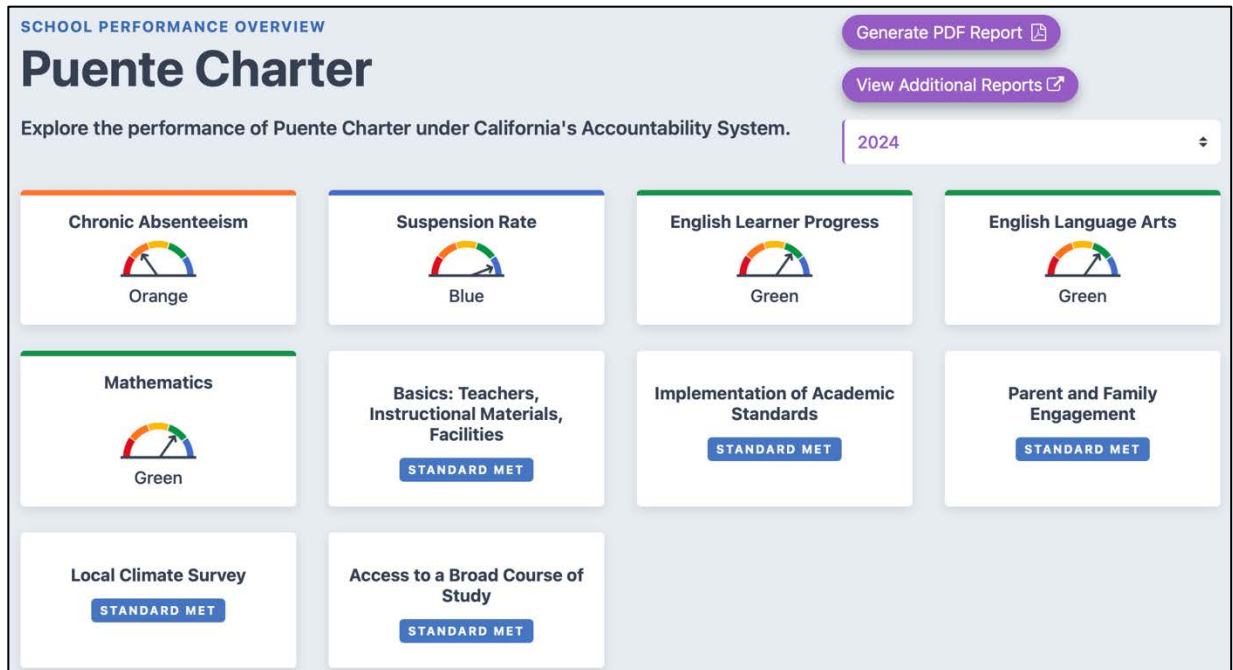
STANDARD MET

Local Climate Survey

STANDARD MET

Access to a Broad Course of Study

STANDARD MET



PUENTE Charter School respectfully requests a six-year renewal of its charter petition pursuant to CA EC 47607(c)(2)(E). As clearly demonstrated by the evidence in this section, PUENTE Charter School meets the renewal criteria for a “high tier” charter school and should be granted a renewal term of six (6) years from July 1, 2025, to June 30, 2031.

Key Successes of Puente’s Educational Program

Community School

PUENTE Charter is a California Community School, a recipient of the California Department of Education’s California Community Schools Partnership Program (CCSPP) planning and implementation grants. The school focuses on a “whole child, whole family” approach to improve student educational outcomes and address identified needs so that every student and family is successful despite adversity. Our Community School vision is by coordinating community resources and working in partnership with children, families, and community partners, the PUENTE Charter Community School Program will strengthen and expand educational possibilities and lead to better student outcomes, general health improvements for the neighborhood where PUENTE Charter is located, new opportunities for economic growth, and workforce development.

PUENTE provides the following community school resources:

Integrated Student Supports- as an MTSS certified school; PUENTE provides data-based decision-making related to program improvement, high-quality instruction and intervention, social and emotional learning, mental health services, and positive behavioral supports. It offers a commitment to *assets- driven and strength-based practice* (cornerstone commitment) and includes screening, progress monitoring, a multi-level prevention system, and data-based decision-making, with a continuum (Tiers 1, 2, & 3) of academic, social,

emotional, and behavioral instructional and intervention supports. The Coordination of Services Team (COST) participates in a monthly forum for identifying and assessing students in need of Tier 2 or three supports in academic or wellness (SEL, Mental Health, Food and/or Housing security). According to parent/family surveys in Spring 2024, the most important services to provide include social-emotional learning, wellness, and mental health services.

Integrated Support Services

- Comprehensive Therapy Associates Inc. provides mental and behavioral health support.
- Vision to Learn provides free eye exams and eyewear.
- Care Solace provides high-needs mental services for students and families.
- UCLA Stein Eye Institute provides free eye exams.
- Herman Ostrow School of Dentistry of USC provides free oral healthcare workshops, dental exams, and fluoride varnish.
- White Memorial Community Health Center provides free health screenings and health workshops.
- Blue Shield of CA provides health workshops and financial support for Community Unity Garden and nutrition classes.
- MADRES Center for Environmental Health Disparities at USC provides health workshops.
- LA Food Bank and Food Finders provide free food boxes.
- PUENTE Learning Center's Preschool program is a state-licensed child-care provider for children ages 3 to 5.
- PUENTE Learning Center's College and Career Program provides college readiness workshops for parents and students.
- PUENTE Learning Center's Adult Programs collaborate with Los Angeles City College and LAUSD Adult Education to provide adult education programs such as ESL, high school diploma/certificate, workforce readiness classes, and citizenship.
- UnidosUS provides the parent engagement curriculum called Abriendo Puertas/Opening Doors
- Two LA County Departments, the Department of Mental Health and the Department of Public Health, provide health resources and workshops

Family and Community Engagement- Increased parent engagement meetings include our English Language Advisory Committee (ELAC), conducted monthly; the Charter School Advisory Committee and Wellness Committee meetings are conducted quarterly; Family Nights and Coffee with the Principal occur monthly; and the Governing Board meeting are conducted quarterly. Student-Led Conferences occur twice every academic school year, in the fall and winter. Monthly workshops (Community Connection Nights) are hosted by PUENTE and our community nonprofit agency (PUENTE Learning Center). Professional development trainings and opportunities are provided for parents and community partners. As part of Family Engagement, the school provides training/workshops on Home-School

Connections, Healthy Foods/Nutrition, Immigration/Legal Support, Math in the Home, Bullying Prevention, Career and College Planning, Health/Wellness, and Adult Education.

Collaborative Leadership and Practices of Educators and Administrators- PUENTE Charter School instructors, administrators and support staff completed a CA MTSS certification with the goal of creating a more inclusive and equitable school environment.

Extended Learning Time

PUENTE provides 11 hours of school programming daily Monday through Friday. With breakfast available starting at 7am and the after-school services operating through 6pm, PUENTE serves as a quality option for working families with multiple jobs. Think Together, the after-school provider, participates on PUENTE Charter School core day staff professional development for greater alignment between the core school day and expanded learning time, with increased ELA and math tutoring option. PUENTE teachers work with extended day staff to identify opportunities for academic reinforcement and extracurricular activities to meet student and parent interest.

Extended Learning Opportunities

- Think Together (regular school year 2:30 to 6 pm), summer schedule (12:30 to 5 pm).
- College Corps (CSULA and ELAC) college students serve as mentors and tutors, paired with students who need extra academic support
- LAPD Hollenbeck PAL provides physical education during the regular school year and summer camp.
- Neighborhood Music School provides performing arts instruction during regular school and summer schedules.
- Theatre of Hearts/Youth First provides performing arts during the regular school year.
- Common Threads provides health and nutrition classes throughout the year including summer.
- Reading is Fundamental Southern CA provides free book choosing events during the regular school year.

Classroom Environments

Classroom environments are essential for student learning especially in elementary school. Intentional spaces play a crucial role in shaping students' academic success, emotional well-being, and overall development. These environments encompass not only the physical space but also the social, emotional, and intellectual atmosphere that is fostered within the classroom. The physical arrangement of seating, workspaces and decoration are intentional and support student learning. The materials that are posted on walls are intentional for student focus and learning. The visual learners benefit from visual and interactive displays.

The classrooms environment also supports social and emotional development. A strong emphasis on building relationships is evident in each classroom. Teachers model positive

behavior and create an environment where all students feel connected to one another and the school as a whole.

The classrooms are student-centered and foster independence. They are organized to support differentiated instruction and the special needs of students with learning disabilities. The student-centered classroom promotes curiosity through inquiry and exploration of the environment.

At PUENTE, the classroom environment is an active participant in the educational process. A thoughtfully designed classroom contributes to better academic performance, social interaction, emotional growth, and behavioral management. A positive, supportive, and well-organized environment fosters the holistic development of young learners, helping them to become not only better students but also more confident, compassionate, and motivated individuals.

Culturally Relevant Instruction

Our culturally relevant learning environment respects and celebrates our diverse representation of students and is a key component of the strength's perspective of our school culture. Our predominately Latino population affords us the opportunity to ensure family communications are accessible in English and Spanish. Our students and families' bilingual capacities are affirmed as assets to the school community. Our inclusive embracing of our families' rich identities is a guiding principle of our school operations and is expressed through our available parent/caregiver education and resource supports.

Our intentional emphasis on quality parent/caregiver engagement in support of a strong home-to-school connection serves to honor parents' role as "first teacher" and to responsibly initiate parents into the school system. With the extension of tools, resources and an "open" school environment, the promotion of parent advocacy for the rights of their child and themselves is encouraged and supported.

With the standards-based curriculum focusing on the core skills and content area knowledge, and the building of critical-thinking skills that students need to excel in their transition to the next grade and beyond, PUENTE Charter School personalizes the learning for each student and family in recognition of their existing strengths, and is the full expression of our belief that every child can succeed regardless of perceived obstacles. PUENTE delivers quality education by deepening the scope of the culturally responsive instruction already in practice, through the asset-based approach known as Funds of Knowledge (Moll et al. 1992; Gonzalez et al., 2005). The concept of Funds of Knowledge is consistent with the PUENTE respect and recognition of the cultural richness our families bring to school relationship and our inclusion of their heritage and experiences in our school operations. More specifically, these "funds" are defined by the information, skills, and strategies, which underlie household functioning, development, and well-being (Moll et al., 1992). Consistent with our cultural relevant pedagogical model, PUENTE teachers will utilize the Funds of Knowledge framework to recognize, engage with, and extend a

stronger interpretation of children's experiences and interests leading to the mastery of subject content.

MEETING THE SPECIFIC NEEDS OF ITS STUDENTS

PUENTE Charter School serves inner city students in our vibrant Boyle Heights / East Los Angeles community, located east of downtown Los Angeles. Our target area includes zip code 90033, 90023 and 90063. During the current term of our charter, an average of 98% of the PUENTE students are Latino, and 25% are English Language Learners (a decrease in our historic EL data, given that our TK students now take the Initial ELPAC at the beginning of their Kindergarten year). 84% of our families qualify for Free or Reduced Price Meals, and we have averaged 10% of students in need of support with Special Education services (based on internal data).

In our service community, 94.6% of residents are Latina/o. In 2021, the median income in the PUENTE service area was \$54,440, compared to \$76,367 countywide, including families who are residing with multiple members. The renter's rate of Boyle Heights (75%) and East LA (65%) is among the highest in the county (53.8%). Only 10.8% of PUENTE service area residents over the age of 24 have a bachelor's degree, and 45% hold less than a high school diploma. Cultural wealth is rooted deeply, as parents build familial capital by serving as cultural experts and sharing their life experiences with their children, evidenced by the relationship PUENTE has had with our Boyle Heights families during the term of the charter, and an integral component of the strengths perspective of our community.

A high percentage of our students and families who attend PUENTE live in the neighborhood immediately surrounding our school, designating us as true community school that is providing a response to the residents who are asking for high-quality, education resources for their family needs. Many of our families are able to walk to the PUENTE campus. To support our school community of parents and caregivers, and to extend the authentic invitation to partner with the school in pursuit of the shared desired outcomes, our written and oral family communication is conducted in both English and Spanish to strengthen the home-to school connection. Our educational program is designed to address the unique needs of our entire community of learners. These needs include robust literacy supports, small group, differentiated instruction to address low academic achievement, and a caring, safe facility to nurture the growth and development of our students through our culturally relevant program.

PUENTE is committed to enrolling a population of students that is a true reflection of our community in terms of cultural wealth and extend our educational services to our Boyle Heights neighborhood.

Student Population to be served

PUENTE Charter School is located within the community of Boyle Heights and East Los Angeles, serving students in grades TK-5. PUENTE provides all students with academically challenging

curriculum that supports the intellectual, social, and emotional growth of each child. Our school is committed to achieving academic excellence by combining the Common Core State Standards with project-based learning that promotes creative exploration, digital literacy, and problem-solving skills to help students develop a life-long love of learning.

PUENTE Charter Elementary was founded in 2002 by dedicated educators and parents wanting a high achieving school in the community. PUENTE Charter Elementary has the distinction of being the first charter school located in Boyle Heights. Combined with PUENTE Learning Center, founded in 1985, purposeful partnerships have been established with community stakeholders and leaders to connect children and families to learning opportunities and resources, building bridges to education for students to excel and succeed.

As we reflect on the opening of our charter school over 20 years ago, it is rewarding to recognize the overwhelming positive response from our community and the growth we have achieved together. Established from our community's request to continue supporting a strong early learning foundation from our PUENTE Preschool Readiness program, PUENTE Charter School offered kindergarten-grade services to the Boyle Heights community from 2002-2017, leaving families with limited high-quality options for their children's education beyond those early years. With the continued support from our community, and a successful material revision to our charter, PUENTE began the slow-growth expansion to add grades 1 through 5 and fulfill the pledge to support our students and families with high-performing school services, including meaningfully addressing the needs of our English Learners.

PUENTE's "whole child" approach to education aims to remove barriers to learning by addressing student, family and staff needs through the implementation of the CA Community Schools Framework & the 4 Pillars of Community Schools: (1) Integrated Student Supports; (2) Family & Community Engagement; (3) Collaborative leadership and practices for educators and administrators; and (4) Extended Learning time and opportunities. Our goal is to create a supportive and inclusive educational environment while ensuring a whole-child approach.

Enrollment Plan

The PUENTE Enrollment Plan reflects our historic data of families choosing to enroll their child in kindergarten as the initial grade for their school experience. PUENTE offers a self-contained transitional kindergarten classroom and these students, along with the additional students from the community, comprise our kindergarten enrollment. PUENTE Learning Center operates a California State Preschool Program (CSPP), and a majority of these early education students transition into our charter school.

For two consecutive years, PUENTE has experienced an increase in "newcomers" to our Boyle Heights community, with families choosing PUENTE as their school of choice. These students enroll across the grade-level span. In addition, we have invested in marketing outreach to increase our visibility in our service area including professional streetlight banners and bus depot posters. Our status as California Department of Education "High Performing School" has

also garnered the attention of service area families who enroll their child seeking the quality school experience.

The following chart reflects PUENTE Charter School's 6-year Projected annual student enrollment.

6-YEAR PROJECTED ENROLLMENT BY GRADE LEVEL								
	TK	K	1	2	3	4	5	Total
2025-26	20	50	50	50	55	55	40	320
2026-27	20	50	50	55	50	55	55	335
2027-28	20	60	55	55	55	55	55	355
2028-29	20	60	60	55	55	55	55	360
2029-30	20	60	60	55	55	55	55	360
2030-31	20	60	60	55	55	55	55	360

Goals and Philosophy

Mission and Vision

The mission of the PUENTE Charter School is to give children an exceptional early learning experience that establishes a solid foundation in the Common Core State Standards and 21st Century skills with superior academic instruction and intentional parental involvement. PUENTE Charter School encourages the creative pursuit of knowledge, instilling a desire for curious exploration in a caring environment in which high standards of academic performance and individual behavior are embraced to educate, inspire and empower the next generation of local, national and global leaders.

The PUENTE Charter School community of instructional and administrative team members hold the following principles to be fundamental elements of academic achievement for students and their families, especially during the critical early years of learning, and provide the framework for the services offered at our school:

- Education must take place in a safe, secure, culturally aware environment that demonstrates, with respect and dignity, the importance of meaningful learning and intentional instruction.
- As their first and most important teachers, parents/primary caregivers play a vital role in supporting the educational, emotional and physical development of their children. As such, they must be actively involved in their child's learning and be accepted as assets to the school community.
- Parents who are involved in their child's education become motivated to improve themselves and continue building the cultural wealth in their families and communities.
- Technology is an integral part of our world, and therefore must be strategically and appropriately integrated into learning activities of classroom instruction.

- Children learn best in a community of learners in which students of all ages are in pursuit of knowledge and they discover that education is indeed a lifelong process.
- Socioeconomic challenges are not insurmountable obstacles to achievement. Children are infinitely capable of learning and should be motivated and challenged to acquire early learning skills that will provide a solid foundation for their academic pursuits and a love for lifelong learning.
- Each child's acquisition of knowledge is distinct. Therefore, an integrated curriculum reinforced with technology affords each child the opportunity to individually pursue, explore and acquire skills that will contribute to his/her social-emotional and academic success.
- Students with learning challenges can be supported to achieve academic success with appropriate supports and interventions.

Characteristics of an Educated Person in the 21st Century

According to The College and Career Readiness Anchor Standards¹, such are cross-disciplinary expectations that our kindergarten-5th grade students must meet to be prepared to enter college and the workforce. The anchor standards for reading, writing, language, speaking and listening, are supported by PUENTE's instructional design.

For reading, students are exposed to a variety of high-quality literature and informational texts. Every classroom at PUENTE has an extensive library with books of various text types and genres, craft, text complexity and structure. The access to books in the classroom supports the curriculum that the instructors plan and deliver. In this manner, students can gain rich content knowledge and skills that are essential to future success.

In writing, students must develop writing samples of various text types and purposes. This is supported by PUENTE's Writing Workshop approach to teaching writing. During workshop students produce and distribute writing all while following a writing process as the anchors standards for writing address. This allows students to build knowledge on a topic and communicate it to an external audience for a particular purpose.

Speaking and Listening are essential to build a foundation of college and career readiness. Rich conversations in the PUENTE classrooms are part of the instructional design. Through conversations, students communicate ideas and knowledge. This may occur through analysis, or comparison of information to form a synthesized idea about a topic.

Students must also have a strong foundation of the English language. This includes grammar, usage, mechanics, and the use of language to convey meanings. Knowledge, understanding and use of the language are important to the skills in reading, writing, speaking and listening.

¹ <https://www.cde.ca.gov/be/st/ss/elaanchorstandards.asp>

In addition to preparing students to enter college and workforce training programs by meeting the College and Career Readiness Anchor Standards, students must also meet The International Society for Technology in Education Standards for students². Such standards are designed to empower students to navigate a technological landscape that is always evolving as creators rather than consumers. Through these standards students engage in learning experiences that not only prepare them for the 21st century, but also allow them to engage in learning experiences that spark their imagination.

How Learning Best Occurs

As practitioners, we recognize that learning best occurs through a combination of factors that engage the mind actively, incorporate prior knowledge, and address individual needs. Current learning theories and concepts provide frameworks that support effective learning, particularly when tailored to the target student population's characteristics.

Based on the Constructivist Learning Theory work of Jean Piaget and Lev Vygotsky, learning best occurs in classrooms that are student-centered where learners build their own understanding by actively engaging with new information, connecting it to prior knowledge, and constructing meaning through social interactions.³For instance, collaborative learning and problem solving are essential strategies in classrooms where students learn best by doing and discussing concepts. PUENTE's Project Based Learning for science and social studies aligns to this theoretical approach. Students engage in group projects that pose a guiding question and encourage problem-solving strategies and discussions with peers. The teacher serves as a facilitator in the classroom, helping students construct their own knowledge and building on what they already know. This supports the needs of students who benefit from hands-on experiences and social learning environments.

Cognitivism Learning Theories emphasizes the mental processes involved in learning, such as attention, memory, and problem-solving. It highlights the importance of chunking information and using cognitive strategies to help students retain and recall knowledge. For students who may struggle with information overload or attention deficits, techniques like scaffolding (breaking down tasks) and spaced repetition can support memory retention and mastery. PUENTE's lessons are organized in a structure that supports all types of learners. The lessons begin with an active engagement to allow students to recall information or make connections to their personal experiences. The "teach" section of a lesson allows the instructor to model explicit teaching as supported by the Social Cognitive Theory⁴. Then, students participate in an "active engagement" where they have an opportunity to practice the strategy taught with a peer before moving on to independent work time.

² <https://iste.org/standards/students>

³ Crossland, J. (2016). Optimal learning in schools – theoretical evidence: Part 1 Piaget's theoretical background. *School Science Review*, 98(363) 115-122.

⁴ Bandura, A. (1989). Human agency in social cognitive theory. *American psychologist*, 44 (9), 1175.

This Universal Design for Learning framework stresses the need for providing multiple means of representation, engagement, and expression to accommodate diverse learners. For students with varied abilities, cultural backgrounds, or learning preferences, UDL ensures that learning experiences are flexible, offering options such as visual aids, hands-on activities, or assistive technology to meet individual needs. PUENTE's culturally relevant curriculum along supports this framework. Students are guiding instruction through their cultural backgrounds, abilities and learning preferences. Teachers have the task of studying their students to be able to best support them. The teacher's lesson plans, assessments and teaching materials include a universal design for learning.

Lastly, the Growth Mindset concept asserts that intelligence and abilities can be developed through effort, persistence, and learning from mistakes. At PUENTE, teachers promote a growth mindset in the classroom as it encourages resilience, perseverance, and a focus on effort rather than innate ability, which can be particularly helpful for students who may struggle with self-esteem or academic challenges. Students participate in workshops for core subjects throughout the day; each workshop includes independent work time. This independent work time allows students to persevere through a concept even if there are mistakes. Students are eager to challenge themselves.

In summary, learning is most effective when it is personalized, interactive, and supportive of the cognitive, social, and emotional needs of students. By integrating concepts like constructivism, cognitivism, social learning, UDL, and growth mindset, educators create learning environments that foster engagement, deeper understanding, and long-term retention for diverse student populations. The alignment of our instructional strategies and our learning environment is in direct response to our community's request to provide an effective, respectful, and high-quality early educational program for families. During the term of our charter, our student-centered approach to learning has continually striven for balanced, integrated, and personalized instruction that recognizes, embraces and builds on the cultural strengths of the students we serve. PUENTE is a community school where all children – regardless of their cultural, linguistic or socioeconomic background, ability or disability, or level of school readiness – are provided equal access to a respectful and engaging environment, caring instructors, support staff and administrators, and a personalized curriculum with relevant resources.

Goals for Enabling Pupils to Become and Remain Self-Motivated, Competent, and Lifelong Learners

PUENTE Charter School's academic program service is rooted in research-based evidence for the sound practices to motivate our young learners and to promote a love for learning. One extensive review of the literature related to elementary classroom instruction (Meltzer, 2002; Meltzer & Hamann, 2004) generated three effective approaches that PUENTE teachers use to motivate students, including our English language learners, to read, discuss, and strengthen literacy skills across content areas.

- *Making connections to students' lives* – PUENTE instructors connect existing cultural context, background knowledge and life experiences to the texts to be read and produced; PUENTE students are encouraged to view the content they are learning as meaningful and connected, not isolated and foreign.
- *Creating safe and responsive classrooms* – PUENTE students are acknowledged, have voice, and are given choices in learning tasks in our classroom activity centers and topics of inquiry that strengthen their literacy skills; PUENTE instructors make clear to students that they care about their learning and their development of literacy skills, as well as their well-being as individuals. It is okay to make mistakes in their classrooms—our teachers acknowledge explicitly that learning is a continuum and that the role of students in our learning community school is to improve their own skills and help their peers to improve theirs; and
- *Having students interact with text and with each other about text* – PUENTE instructors promote the questioning, predicting, visualizing, summarizing, and clarifying by students as they engage in authentic activities for learning that are both student and teacher-initiated; a collaborative learning experience within the context of our classroom environment welcomes and supports the diverse perspectives of our young learners and the multiple literacies they bring to the classroom which are welcomed as a capacity and a resource.

Making the connections to our students' lives is underscored by our emphasis on engaging their first teachers – parents and caregivers. Being in a healthy and affirming relationship with our families, we can build on the stories that speak to cultural wealth. Our strong family engagement program reaches out to parents and engages them in a true partnership, challenging them to learn and apply the necessary supports for their children's learning at home and school. The Family Orientation meeting at the beginning of the year extends the official welcome to the school community. The weekly bilingual school events communication via ParentSquare keep the home-to-school dialogue continuing – shared stories of the activities and successes of our students, families and instructional staff. Our evening Family Engagement meetings, offered every month, support the family access to the school environment at a time that meets most families' schedules. The Student Led conferences, offered twice during the school year, welcomes the continuation of the authentic dialogue between the home and school as, together, we support each student's academic and personal achievement. Our initiation of the family into the school environment deepens as we move to integrate them into the operational components of the LCAP priorities and school governance, including being English Learner Advisory Committee members, Charter Advisory Committee members, and governing board members. The instructional and administrative team at PUENTE fully embraces this shared-responsibility, integrated, sustained, and family-strengthening approach that truly engages parents and fosters the relationships between school and the home. During the term of our charter, we have built the meaningful foundation to authentically connect to our students and families' lives.

With this recognition that student motivation is often dependent upon purpose and context, including relationships with peers, parents, teachers, and others, a variety of other motivational entry points are incorporated into our service to spur student engagement with literacy. Our

classrooms contain activity centers for differentiated learning and are literacy-rich with books, manipulatives, technology resources, and a variety of other materials. The activity centers have consistent displays of our students' work for the reinforcement of student ownership and pride.

Embedded in the PUENTE school operations practice is the respect and value we hold for our students and families and the research-based best practices from the areas of human development, learning, cognition, and motivation. Ornstein (1993) argues that key in these practices which foster motivation and engagement in learning are good teaching and teachers that emphasize the personal and social development of learners. He further cites a variety of research indicating that people perform best when they indeed feel respected and valued, when they can develop their own unique strengths, and when they are helped to take control of their learning and their lives. During the term of our charter, we have experienced that this higher level of sensitivity to the social learning context results in broader documented educational outcomes at PUENTE, including zero percent suspension/expulsion rates, high academic performance, self-regulation of learning, and positive feedback from parents concerning satisfaction with school culture and outcomes. The intentional goal is to create a relevant, meaningful and positive experience in our early education school in support of a *lifetime* of academic success and authentic personal growth.

Requirements of Education Code § 47605(c)(5)(A)(ii), including a description of PUENTE Charter School's annual goals for all students, and each numerically significant student group addressing the eight (8) State Priorities, and local priorities and a description of the specific annual actions the Charter School will implement to achieve each of the identified goals.

LCFF STATE PRIORITIES	
GOAL #1	
Continue to implement a "whole child approach" in alignment with the CA Community Schools Framework and strengthening its Multi-tiered System of Supports (MTSS), to identify and address the academic, social-emotional, behavioral, and/or mental health needs of our students to further re-engage them using real-world learning experiences.	Related State Priorities:
	☐ 1 ☒ 4 ☒ 7 ☐ 2 ☒ 5 ☒ 8 ☐ 3 ☒ 6
	Local Priorities:
☐ : ☐ :	
Specific Annual Actions to Achieve Goal	
PUENTE Charter School will continue to: Administer benchmark assessments (i.e. NWEA MAP) to measure student growth and progress; and provide supports as needed. Continue to use (formative, summative, internal and state-mandated assessment) data and universal screeners to differentiate and inform instruction All students will have the necessary standards-aligned materials across a broad range of study.	

Continue to deepen teacher knowledge on the State Academic Content Standards through robust professional development, instructional coaching, and collaborative learning.

Expected Annual Measurable Outcomes

Outcome #1:

Increase all students' mastery of the English Language Arts (ELA) Academic Content Standards (CCSS).
For Year 6 (2030-2031): +6 DFS

Metric/Method for Measuring:

Annual CA School Dashboard performance ELA Academic Indicator

Measurement: Distance from Standard (DFS)

** student group is not a numerically significant group at this time.*

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	-0.7	+1	+2	+3	+4	+5
English Learners	-35.2	-33	-31	-29	-27	-25
Socioeconomically Disadvantaged Students	-6.5	-5	-4	-3	-2	-1
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Hispanic Students	-1.3	+0	+1	+2	+3	+4
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #2:

Increase all students' mastery of the Mathematics Academic Content Standards (CCSS).
For Year 6 (2030-2031): -7 DFS

Metric/Method for Measuring:

Annual CA School Dashboard performance Math Academic Indicator

Measurement: Distance from Standard (DFS)

** student group is not a numerically significant group at this time.*

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	-13.2	-12	-11	-10	-9	-8

English Learners	-37.2	-35	-33	-31	-29	-27
Socioeconomically Disadvantaged Students	-15	-14	-13	-12	-11	-10
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Hispanic Students	-14.4	-13	-12	-11	-10	-9
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #3:

Increase students' mastery of the Next Generation Science Standards (NGSS), as measured by the CA Science Test.

For Year 6 (2030-2031) increase by 2%

Metric/Method for Measuring:

CAST Assessment: Grade 5 Percentage of students that have met/exceeded Standard for Science.

** student group is not a numerically significant group at this time*

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	34.15%	35%	37%	39%	41%	43%
English Learners	*	*	*	*	*	*
Socioeconomically Disadvantaged Students	29.03%	30%	32%	34%	36%	38%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Hispanic Students	34.15%	35%	37%	39%	41%	43%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #4:

Increase the percentage of English Learners (EL) who make progress towards English Language proficiency.

For Year 6 (2030-2031) maintain >70%

Metric/Method for Measuring:

Source: CA School Dashboard: ELPI Academic Indicator

** This metric only applies to the English Learner student group.*

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	*	*	*	*	*	*
English Learners	75.6%	>75.7%	>75.8%	>75.9%	>76%	>76.1%
Socioeconomically Disadvantaged Students	*	*	*	*	*	*
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Hispanic Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #5:

Annual reclassification rates of ELs as achieved following reclassification criteria set forth in California EC Section 313 and 5 CCR Section 11303 and reported at PUENTE school board meetings and made available on our webpage for school data

For Year 6 (2030-2031): 24.5%

Metric/Method for Measuring:

Reclassification Rate; CALPADS, & Reclassification criteria

** This metric only applies to the English Learner student group.*

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	*	*	*	*	*	*
English Learners	21.2%	22%	22.5%	23%	23.5%	24%
Socioeconomically Disadvantaged Students	*	*	*	*	*	*
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*

African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Hispanic Students	*	*	*	*	*	*
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #6:

Increase attendance rates (ADA) by 0.5% annually, and then maintain >95%
For Year 6 (2030-2031), maintain >95%

Metric/Method for Measuring:

Annual Attendance (ADA) rates.

Note: ADA is not reported by student group but rather as a schoolwide metric.

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	92%	93%	93.5%	94%	94.5%	95%
English Learners	N/A	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged Students	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A
African American Students	N/A	N/A	N/A	N/A	N/A	N/A
American Indian/Alaska Native Students	N/A	N/A	N/A	N/A	N/A	N/A
Asian Students	N/A	N/A	N/A	N/A	N/A	N/A
Filipino Students	N/A	N/A	N/A	N/A	N/A	N/A
Hispanic Students	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian/Pacific Islander Students	N/A	N/A	N/A	N/A	N/A	N/A
Students of Two or More Races	N/A	N/A	N/A	N/A	N/A	N/A
White Students	N/A	N/A	N/A	N/A	N/A	N/A

Outcome #7:

Reduce Chronic Absenteeism rate schoolwide by 4% annually.
For Year 6 (2030-2031): 10%

Metric/Method for Measuring:

Source: CA School Dashboard – Chronic Absenteeism Indicator

*** student group is not a numerically significant group at this time**

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	34.1%	30.1%	26.1%	22.1%	18.1%	14.1%
English Learners	41.4%	37.4%	33.4%	29.4%	25.4%	21.4%
Socioeconomically Disadvantaged Students	35.9%	31.4%	27.4%	23.4%	19.4%	15.4%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Hispanic Students	33.1%	22%	21%	20%	19%	18%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #8:

Maintain suspension rates <1%

Metric/Method for Measuring:

Suspension Rate Indicator: CA School Dashboard

** student group is not a numerically significant group at this time*

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	0%	<1%	<1%	<1%	<1%	<1%
English Learners	0%	<1%	<1%	<1%	<1%	<1%
Socioeconomically Disadvantaged Students	0%	<1%	<1%	<1%	<1%	<1%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Hispanic Students	0%	<1%	<1%	<1%	<1%	<1%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #9:

Maintain expulsion rates <1%.

For Year 6 (2030-2031): Maintain <1%

Metric/Method for Measuring:

CALPADS, Dataquest report

** student group is not a numerically significant group at this time*

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	0%	<1%	<1%	<1%	<1%	<1%
English Learners	0%	<1%	<1%	<1%	<1%	<1%
Socioeconomically Disadvantaged Students	0%	<1%	<1%	<1%	<1%	<1%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Hispanic Students	0%	<1%	<1%	<1%	<1%	<1%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #10:

All students will have access to and participate in an elective or enrichment course.

For Year 6 (2030-2031): 100%

Metric/Method for Measuring:

Master Schedule/enrollment, SIS, CALPADS

** student group is not a numerically significant group at this time.*

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Socioeconomically Disadvantaged Students	100%	100%	100%	100%	100%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*

American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Hispanic Students	100%	100%	100%	100%	100%	100%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

Outcome #11:

Grade 5 students will participate in all components of the Physical Fitness Test (PFT).

For Year 6 (2030-2031): 100%

Metric/Method for Measuring:

Participation rate: CA Physical Fitness Test (PFT)

** student group is not a numerically significant group at this time.*

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Socioeconomically Disadvantaged Students	100%	100%	100%	100%	100%	100%
Foster Youth	*	*	*	*	*	*
Students with Disabilities	*	*	*	*	*	*
African American Students	*	*	*	*	*	*
American Indian/Alaska Native Students	*	*	*	*	*	*
Asian Students	*	*	*	*	*	*
Filipino Students	*	*	*	*	*	*
Hispanic Students	100%	100%	100%	100%	100%	100%
Native Hawaiian/Pacific Islander Students	*	*	*	*	*	*
Students of Two or More Races	*	*	*	*	*	*
White Students	*	*	*	*	*	*

LCFF STATE PRIORITIES

GOAL #2

Continue to provide evidence-based professional learning opportunities for all educators, instructional support staff and administrators on the academic

Related State Priorities:

- | | | |
|---------------------------------------|----------------------------|----------------------------|
| ☒ 1 | ☐ 4 | ☐ 7 |
| ☒ 2 | ☐ 5 | ☐ 8 |
| ☐ 3 | ☐ 6 | |

content standards, evidence-based pedagogical strategies to ensure the diverse learning needs of our students are met; and address barriers to learning.

Local Priorities:

☐:
☐

Specific Annual Actions to Achieve Goal

PUENTE Charter School will:

Continue to implement effective teacher recruitment efforts to hire appropriately credentialed teachers.

Continue to provide robust professional development and instructional coaching to maintain high teacher retention rates, and improve delivery of instruction which impacts student academic outcomes.

Continue to fully implement academic content standards.

Ensure all students have access to standards aligned curricular and instructional materials.

Continue to ensure all students have access to and are enrolled in an enrichment course.

Expected Annual Measurable Outcomes

Outcome #1:

PUENTE will ensure all teachers are appropriately credentialed and assigned.

For Year 6 (2030-2031): 100%

Metric/Method for Measuring:

Annual Teacher Assignment Monitoring Outcome (TAMO) data reported by the California Department of Education (CDE); CA School Dashboard (Priority 1).

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	81.8%	100%	100%	100%	100%	100%
English Learners	N/A	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged Students	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A
African American Students	N/A	N/A	N/A	N/A	N/A	N/A
American Indian/Alaska Native Students	N/A	N/A	N/A	N/A	N/A	N/A
Asian Students	N/A	N/A	N/A	N/A	N/A	N/A
Filipino Students	N/A	N/A	N/A	N/A	N/A	N/A
Hispanic Students	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian/Pacific Islander Students	N/A	N/A	N/A	N/A	N/A	N/A
Students of Two or More Races	N/A	N/A	N/A	N/A	N/A	N/A
White Students	N/A	N/A	N/A	N/A	N/A	N/A

Outcome #2:

PUENTE will ensure all students will have access to standards aligned materials.

For Year 6 (2030-2031), maintain 100%

Metric/Method for Measuring:

Curriculum inventory records

** student group is not a numerically significant group at this time.*

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	N/A	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged Students	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A
African American Students	N/A	N/A	N/A	N/A	N/A	N/A
American Indian/Alaska Native Students	N/A	N/A	N/A	N/A	N/A	N/A
Asian Students	N/A	N/A	N/A	N/A	N/A	N/A
Filipino Students	N/A	N/A	N/A	N/A	N/A	N/A
Hispanic Students	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian/Pacific Islander Students	N/A	N/A	N/A	N/A	N/A	N/A
Students of Two or More Races	N/A	N/A	N/A	N/A	N/A	N/A
White Students	N/A	N/A	N/A	N/A	N/A	N/A

Outcome #3:

PUENTE will ensure implementation of the State Academic Content & Performance Standards for all students schoolwide.

For Year 6 (2030-2031): maintain 100%

Metric/Method for Measuring:

Local Indicator: Priority 2: CDE Self-reflection Tool and classroom observations.

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
English Learners	N/A	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged Students	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A
African American Students	N/A	N/A	N/A	N/A	N/A	N/A
American Indian/Alaska Native Students	N/A	N/A	N/A	N/A	N/A	N/A

Asian Students	N/A	N/A	N/A	N/A	N/A	N/A
Filipino Students	N/A	N/A	N/A	N/A	N/A	N/A
Hispanic Students	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian/Pacific Islander Students	N/A	N/A	N/A	N/A	N/A	N/A
Students of Two or More Races	N/A	N/A	N/A	N/A	N/A	N/A
White Students	N/A	N/A	N/A	N/A	N/A	N/A

LCFF STATE PRIORITIES	
GOAL #3	
Engage parents/families as partners to support and educate students through home-school collaboration and culturally responsive community partnerships. Continue to provide learning opportunities for families as well as structures and opportunities to ensure authentic family engagement and a culture of trust to further re-engage and improve outcomes for all students.	Related State Priorities: ☒ 1 ☐ 4 ☐ 7 ☐ 2 ☐ 5 ☐ 8 ☒ 3 ☒ 6 Local Priorities: ☒: Priority 3 ☒: Priority 6
Specific Annual Actions to Achieve Goal	
PUENTE Charter School will: - Continue to strengthen its Multi-tiered System of Supports (MTSS) - Continue to implement 4 Pillars of Community Schools within the CA Community Schools Framework that promotes positive behavior and a safe learning environment for all students and staff. - Continue to partner with community-based organizations, Institutes of Higher Education, and local agencies to support student, staff and family needs. - Continue to encourage parent/family participation in decision-making roles through the Parent Advisory Committee (PAC); English Learner Parent Advisory Committee and/or ELAC. - Continue to provide Integrated Services Parent Workshops to encourage parent engagement to support their child to thrive. - Continue to provide interpreter services, as needed. - Continue to host schoolwide events that promote positive school spirit, student and family engagement, including student-led conferences. - Annually review and update the School Safety Plan; and provide training for all staff to ensure a safe school environment for all.	
Expected Annual Measurable Outcomes	
Outcome #1:	

PUEENTE will maintain clean & safe facilities as measured by an overall score of “Good” or better on the Facilities Inspection Tool (“FIT”).

For Year 6 (2030-2031): Good (FIT Score)

Metric/Method for Measuring:

FIT Score: Good or Better

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	Exemplary	Good	Good	Good	Good	Good
English Learners	N/A	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged Students	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A
African American Students	N/A	N/A	N/A	N/A	N/A	N/A
American Indian/Alaska Native Students	N/A	N/A	N/A	N/A	N/A	N/A
Asian Students	N/A	N/A	N/A	N/A	N/A	N/A
Filipino Students	N/A	N/A	N/A	N/A	N/A	N/A
Hispanic Students	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian/Pacific Islander Students	N/A	N/A	N/A	N/A	N/A	N/A
Students of Two or More Races	N/A	N/A	N/A	N/A	N/A	N/A
White Students	N/A	N/A	N/A	N/A	N/A	N/A

Outcome #2:

Encourage parent input in decision-making including families representing Unduplicated Pupils (“UP”) and Students with Disabilities (“SWD”). (Rating: 5)

For Year 6 (2030-2031): Continue rating: 5

Metric/Method for Measuring:

Local Indicators - Priority 3 CDE: Self-Reflection Tool (Questions 9-12) – Rating scale

Rating Scale:

- 1 - Exploration & Research Phase;
- 2 – Beginning Development;
- 3 – Initial Implementation;
- 4 – Full Implementation;
- 5 - Full Implementation & Sustainability

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	4	4	5	5	5	5
English Learners	N/A	N/A	N/A	N/A	N/A	N/A

Socioeconomically Disadvantaged Students	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A
African American Students	N/A	N/A	N/A	N/A	N/A	N/A
American Indian/Alaska Native Students	N/A	N/A	N/A	N/A	N/A	N/A
Asian Students	N/A	N/A	N/A	N/A	N/A	N/A
Filipino Students	N/A	N/A	N/A	N/A	N/A	N/A
Hispanic Students	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian/Pacific Islander Students	N/A	N/A	N/A	N/A	N/A	N/A
Students of Two or More Races	N/A	N/A	N/A	N/A	N/A	N/A
White Students	N/A	N/A	N/A	N/A	N/A	N/A

Outcome #3:

Increase and solicit parent participation in programs at the school, including families representing Unduplicated Pupils and Students with Disabilities. (Rating: 5)

For Year 6 (2030-2031): Continue rating: 5

Metric/Method for Measuring:

Local Indicators - Priority 3 CDE: Self-Reflection Tool (Questions 1-4) – Rating scale

Rating Scale:

- 1 - Exploration & Research Phase;
- 2 – Beginning Development;
- 3 – Initial Implementation;
- 4 – Full Implementation;
- 5 – Full Implementation & Sustainability

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	5	5	5	5	5	5
English Learners	N/A	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged Students	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A
African American Students	N/A	N/A	N/A	N/A	N/A	N/A
American Indian/Alaska Native Students	N/A	N/A	N/A	N/A	N/A	N/A
Asian Students	N/A	N/A	N/A	N/A	N/A	N/A
Filipino Students	N/A	N/A	N/A	N/A	N/A	N/A
Hispanic Students	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian/Pacific Islander Students	N/A	N/A	N/A	N/A	N/A	N/A
Students of Two or More Races	N/A	N/A	N/A	N/A	N/A	N/A

White Students	N/A	N/A	N/A	N/A	N/A	N/A
Outcome #4: Continue to maintain high overall percentage of students who feel a sense of safety and school connectedness. (Goal >95%) For Year 6 (2030-2031) maintain >95% Metric/Method for Measuring: Annual student survey reporting of the % Sense of safety; and % School connectedness. <i>* Student group is not a numerically significant group currently</i>						
APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	100%	96-100%	96-100%	96-100%	96-100%	96-100%
English Learners	N/A	96-100%	96-100%	96-100%	96-100%	96-100%
Socioeconomically Disadvantaged Students	N/A	96-100%	96-100%	96-100%	96-100%	96-100%
Foster Youth	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A
African American Students	N/A	N/A	N/A	N/A	N/A	N/A
American Indian/Alaska Native Students	N/A	N/A	N/A	N/A	N/A	N/A
Asian Students	N/A	N/A	N/A	N/A	N/A	N/A
Filipino Students	N/A	N/A	N/A	N/A	N/A	N/A
Hispanic Students	N/A	96-100%	96-100%	96-100%	96-100%	96-100%
Native Hawaiian/Pacific Islander Students	N/A	N/A	N/A	N/A	N/A	N/A
Students of Two or More Races	N/A	N/A	N/A	N/A	N/A	N/A
White Students	N/A	N/A	N/A	N/A	N/A	N/A
Outcome #5: Maintain overall percentage of parents who feel a sense of safety and school connectedness. (Goal >90%) For Year 6 (2030-2031) maintain >90% Metric/Method for Measuring: Annual parent survey: % Sense of safety; and % School connectedness.						
APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	97%/96%	>90%	>90%	>90%	>90%	>90%
English Learners	N/A	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged Students	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A

African American Students	N/A	N/A	N/A	N/A	N/A	N/A
American Indian/Alaska Native Students	N/A	N/A	N/A	N/A	N/A	N/A
Asian Students	N/A	N/A	N/A	N/A	N/A	N/A
Filipino Students	N/A	N/A	N/A	N/A	N/A	N/A
Hispanic Students	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian/Pacific Islander Students	N/A	N/A	N/A	N/A	N/A	N/A
Students of Two or More Races	N/A	N/A	N/A	N/A	N/A	N/A
White Students	N/A	N/A	N/A	N/A	N/A	N/A

Outcome #6:

Maintain overall percentage of staff who feel a sense of safety and school connectedness. (Goal >90%)
For Year 6 (2030-2031) maintain >90%

Metric/Method for Measuring:

Annual staff survey: % Sense of safety; and % School connectedness

APPLICABLE STUDENT GROUPS	Baseline	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
All Students (Schoolwide)	92%/92%	>90%	>90%	>90%	>90%	>90%
English Learners	N/A	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged Students	N/A	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A	N/A
African American Students	N/A	N/A	N/A	N/A	N/A	N/A
American Indian/Alaska Native Students	N/A	N/A	N/A	N/A	N/A	N/A
Asian Students	N/A	N/A	N/A	N/A	N/A	N/A
Filipino Students	N/A	N/A	N/A	N/A	N/A	N/A
Hispanic Students	N/A	N/A	N/A	N/A	N/A	N/A
Native Hawaiian/Pacific Islander Students	N/A	N/A	N/A	N/A	N/A	N/A
Students of Two or More Races	N/A	N/A	N/A	N/A	N/A	N/A
White Students	N/A	N/A	N/A	N/A	N/A	N/A

Instructional Design

Our “strengths-based” pedagogical foundation is influenced by Lev Vygotsky’s, “social constructivism” which emphasizes how understanding and making meaning grows out of social relationships, and inspired by John Dewey’s “active participation in one’s learning” and Reggio Emilia’s “environment as third teacher” theories.

Researchers have highlighted how these interpersonal, instructional, and environmental supports come together to produce better school performance through the following means: (a) peer and adult norms that convey high expectations and support for academic success; (b) caring teacher–student relationships that foster commitment and bonding to school; (c) engaging teaching approaches such as proactive classroom management and cooperative learning; and safe and orderly environments that encourage and reinforce positive classroom behavior (e.g., Blum & Libbey, 2004; Hamre & Pianta, 2006; Hawkins et al., 2004; Jennings & Greenberg, 2009).

These priorities underscore our goal of ensuring that our PUENTE students (and their families) are enjoying the learning experience. A guiding principle of the PUENTE community is that learning happens in classrooms in which children are fully respected and engaged in learning on a daily basis. Our intentionally designed school facility supports our differentiated classroom practices, where we focus on the essential ideas and skills of the CCSS content areas; respond to individual student differences (such as learning style, prior knowledge, interests, and level of engagement); group students flexibly; make use of creative resources, integrate ongoing and meaningful assessments with instruction; and continually reflect and adjust by using our data-based decision-making approach.

Classroom instruction is always in direct support of the learning goal of the planned activity and the link to the appropriate Common Core standard. During the term of its charter, PUENTE’s instructional team will continue to ensure the following best-practices components to the inclusion in our instruction:

- Designed relevant integrated and designated lessons and activities while providing sufficient scaffolding to ensure all students will be successful.
- Engaged PUENTE students in thoughtful activities while being mindful of skill levels.
- Ensured workstations that provide the opportunity for PUENTE students to practice skills and processes.
- Included tasks that provide opportunities for students to use content language through discussions or writing assignments.
- Designed activities that are relevant to students by connecting them to their lives and interests, or draw from students’ prior knowledge and experience, enhanced with our intentional Funds of Knowledge practice.
- Determined what outcomes students will generate. In workstation activities students collaborate with a partner or in small groups to create a shared outcome. This facilitates student dialogue and negotiations on various aspects of the task.
- Segmented each complex task into manageable subtasks to ensure student success.

- Included optional extensions for students who work quickly, or those who may benefit from additional, more challenging work.
- Determined how the outcome will be assessed, such as with a rubric, points, or a checklist; the criteria for assessment; and whether the assessment will be done by the student, a peer, or the teacher.
 - Made instructions clear (e.g., direct instruction, visual representations, diagrams, or instruction sheets).
 - Clearly stated the assessment criteria.
 - Organized resources for each integrated and designated lesson.

We steward the principle that everyone has the opportunity to learn regardless of readiness level; whether a student's challenge needs additional supports, or a strength needs to be developed; a child's reading level is at, above, or below grade-level; our students' interests for the content being studied; or whether our student is an English language learner or English proficient. Our differentiated instruction is in direct support of the education research that confirms every student learns when our teachers recognize differences among our children, respect those differences, and accommodate them to engage in learning.

Given that PUENTE's education service directly addresses the early years of learning, when children's approaches to learning (motivations, attitudes, and behaviors) and communicative competence are developing, the PUENTE team has prioritized the cultivation and implementation of the most-sound educational theories and practices, inclusive of the above-mentioned supports, for optimal school performance outcomes. According to Hyson (2008), challenges that may be part of a child's life, such as poverty, violence, and instability in families, combined with testing and performance measures that can be anxiety-provoking, make it especially important to use approaches that emphasize children's engagement in the learning experience. Baumgartner, Lipowski, and Rush (2003) studied a program to improve reading achievement among elementary and middle school students that used differentiated instructional strategies, including flexible grouping, student choice of learning tasks, self-selected reading time, and access to a variety of texts. In all the classrooms in the study, the targeted students improved their decoding, phonemic, and comprehension skills. Student attitudes about reading and their own abilities also improved.

A core principle at PUENTE Charter School is that if education is to truly empower students, it must be transformative. Being transformative involves helping students to develop the knowledge, skills, and values needed to become social critics who can make reflective decisions and implement their decisions in effective personal, social, political and economic action. Students must learn to analyze the effects of inequities on different ethnic individuals and groups, have zero tolerance for these, and become change agents committed to promoting greater equality, equity, and justice among all people. They practice these ethics and skills in different community contexts – home, classroom, playground, neighborhood and community-at-large.

To best support our students on this journey, we recognize the first step is becoming a student to our students and their families, who are our community of partners in this enterprise. Another is creating an environment for learning, a nurturing and challenging space in which to grow and achieve. Finally, our instructional and administrative team must engage in the work of building the intricate, tiered bridges that will fill up this space, connecting all the dreams, hopes, skills, experiences and knowledge students bring to class with deeper and wider ways of knowing. Given this understanding, we have experienced our teaching is most effective when ecological factors, such as prior experiences, community settings, cultural backgrounds, and ethnic identities of both our students and teachers are included in its implementation.

To give support to this approach, Ladson-Billings (2009) observed these teaching values being exemplified in actual instruction in elementary classrooms she studied. She observed expectations expressed, skills taught, interpersonal relations exhibited, and an overall spirit de corps operating where students were part of collective effort designed to promote academic and cultural excellence. The students functioned like members of an extended family, assisting, supporting, and encouraging one another. The entire class was expected to succeed together, and it was in the best interest of everyone to ensure that each individual member of the group was successful. By building an academic community of learners, the teacher responded to the sense of belonging that youths need, honored their human dignity, and promoted their individual self-concepts. Students engaged in caring relationships, shared resources, and worked closely together and with the teacher to attain common learning outcomes. Educational excellence included academic success as well as cultural competence, critical social consciousness, political advocacy, and responsible community membership. A strong belief in the right of students to be part of a mutually supportive group of high achievers permeated all these learning processes and outcomes.

The desired outcome of the culturally responsive teaching at PUENTE Charter School is a powerful double-focused one. First, including rich cultural components in the curriculum content and classroom instruction in support of Common Core State Standard mastery and cultural heritage understanding, and the development of social consciousness, intellectual capacity, and personal and political efficacy to combat prejudices and other forms of oppression and exploitation to best support our students as the future global leaders. One of the leading advocates of this approach is Luis C. Moll, associate professor at the University of Arizona. Moll has been studying literacy instruction and directing field studies for more than a decade. His findings have made him a strong advocate for leveraging home and community resources to best support student learning. Conducting what he terms an "ethnographic analysis" revealed that many families have abundant knowledge that the schools did not know about--and therefore did not use in order to teach academic skills. Moll described the potential use of this cultural capital as "truly formidable." He noted that once they are uncovered and mobilized for learning, they can become a social and intellectual resource for a school and has named this instructional approach supporting an intentional home-to-school connection, Funds of Knowledge.

For PUENTE, Funds of Knowledge represents a culture of excellence and progress in addition to our mission guided by the values of equity serving the needs of all our students. In practice, our teaching approach using Funds of Knowledge will allow PUENTE teaching staff to leverage student experiences and interests to develop culturally responsive content to be applied towards subject mastery and language mastery. Consistent with the tenets of socio-cultural theory, students will then use their own bank of knowledge including information, skills, and strategies, and develop more formal, scientific, conceptual knowledge analogous to schooling delineated by the Common Core State Standards for grades TK-5.

In addition, PUENTE uses a Balanced Literacy instructional approach to teach reading and writing. Various teaching methods are used through this approach to support student's development of literacy skills. The goal is to balance the direct instruction with whole group and small group instruction through interactive read aloud, shared reading, guided reading, independent reading, words study/phonics instruction, interactive writing and reading & writing workshop. A balanced literacy approach allows differentiation to meet the needs of students at different reading and writing levels. Through a Balanced Literacy instructional approach, the love for reading and writing is developed by offering variety and student choice. Lastly, a balanced literacy approach fosters independence in students, as they become readers that are more confident and writers. Balanced literacy is an adaptable framework that can be customized to suit the needs of students, creating a rich, engaging learning environment.

PUENTE'S goal is to provide an English Language Arts instructional program based on an integrated model of literacy aimed at scaffolding and building upon skill sets that students will need as they progress from grade to grade. Having a clear instructional design allows for alignment across grade levels. This instructional approach is supportive of the CCSS and the California English Language Arts/ California Language Development frameworks, which incorporates the following strands of learning: reading, writing, language, speaking and listening.

Students in grades TK-5th grade participate in daily reading and writing workshops. This allows students to internalize the structure as it is practiced in every classroom, so that consequently they can focus on learning content rather than learning routines on a yearly basis.

Reading/Writing Workshop Outline

Set Up: During this time, the students prepare for the lesson by gathering tools and materials needed. Students have about 1-2 minutes to get their reading or writing tools.

Minilesson: Students participate in a mini-lesson daily. This mini-lessons is about 5-10 minutes depending on the grade level and content. The mini-lesson is composed of four parts: 1) Connection, 2) Teach, 3) Active Engagement, 3) Link. During the connection, the teacher has the opportunity to activate student prior knowledge and state the objective of that day's lesson. During the teach, the teacher explicitly models a strategy on their own book or writing. The active engagement is an opportunity for students to share with a partner about the

strategy being taught before trying it independently. At the end of the lesson during the link, teachers remind students of that day's objective and encourage them to try the strategy on their work.

Independent Work: Students work independently for 5-30 minutes (depending on the grade level) on their own reading or writing. During this time, the teacher is either working with a small group that needs support or circulating, observing student approaches, and asking focusing questions to better understand student thinking. This is also a time when teachers can consider what to reinforce at the end of the lesson.

Collaborative Work Time/Partnerships: During this time, students work in pairs for about 5-10 minutes to share about their reading or writing with their peers, ask questions, and revise and/or add on their work. During this time, the teacher is listening in to student conversations, asking focusing questions, and considering which authors craft or reading behavior might be shared during the class share. Students may be asked to go back to their work to revise or add to their writing after this time and before the share. Norms are established for partner/group work.

Share: The teacher gathers students in the meeting area for about 3-5 minutes. The teacher has a number of different options for this share out time. The teacher can: 1) anonymously share student work and have students discuss what they notice with the possibility of the author later stepping in to clarify questions, 2) share student writing craft or reading behavior and have the student explain what they did, 3) teacher highlight what the student did on a document reader or the board while the student explains with questions and comments to follow, or 4) have the student scribe what they did on a document reader or the board with questions and comments to follow. Norms for open discussion work best so that students can share freely and openly. Students are encouraged to elaborate on their thinking. This workshop approach is used for math instruction as well as it provides structure and students know what to expect, allowing them to focus on new content.

Math Workshop Outline

Warm Up: During this time, the teacher leads the student in 10–15-minute discussion around an idea to address an identified concept. Warm-ups can 1) be a stand-alone to strengthen number sense or fluency, 2) provide ideas for strategies that students might use in the day's problem and/or 3) provide an opportunity for students to think about a strategy from the previous day's problem. This is best achieved as a group.

Unpacking a Problem/Introducing a Strategy: The strategy may be introduced by a word problem, usually as a story, and students often discuss what they know in the problem and what they are trying to find out. Teachers can employ think-pair-share or collaborative talk to have students discuss aspects of the problem. Number sets can be introduced in the context of the problem posing, during the unpacking, or afterward, depending on the goals that the teacher has for the students. Sometimes this can be done in less than 5 minutes, but it should not take longer than 8 minutes. Students who need more time unpacking can stay behind with

the teacher for clarification after the rest of the class is released to start. Goals for independent time must be set before students are released.

Independent Work: Students work independently for 5-10 minutes on solving the problem with at least one number set and at least one strategy. If they finish early, they can be encouraged to try a different number set, a different strategy, or the extension. During this time, the teacher is either working with a small group that needs support or circulating, observing student approaches to problem solving, and asking focusing questions to better understand student thinking. This is also a time when teachers can consider which solutions to share at the end of the lesson.

Collaborative Work Time/Partnerships: During this time, students work in pairs or in small groups for about 10 minutes to share their strategies with their peers, ask questions, and revise and/or add on their work. Teachers can either assign partners or groups or ask students to look for a partner or group who has a strategy similar or different from theirs. During this time, the teacher is listening in to student conversations, asking focusing questions, and considering which solution(s) might be shared during the class share. Students might be asked to go back to their work to revise or add to their strategies after this time and before the share. Norms should be established for partner/group work.

Share: The teacher gathers students in the meeting area to share strategies for the problem. A mathematical goal or goals should be in mind, but the teacher should also be open to other goals being addressed. The teacher has a number of different ways that they can share. The teacher can 1) anonymously share student work and have students discuss what they notice with the possibility of the author later stepping in to clarify questions, 2) share student strategies and have the student explain the approach with questions and comments to follow, 3) teacher scribe what the student did on a document reader or the board while the student explains with questions and comments to follow, or 4) have the student scribe what they did on a document reader or the board with questions and comments to follow. The teacher can use any number of discussion protocols such as open share, compare and connect, Why? Let's justify, What's best for me and why? Define and Clarify, or Troubleshoot and Revise. Norms for open discussion work best so that students can share freely and openly. Students should be able to fully explain their thinking. Teacher can ask clarifying questions and questions to direct students to specific aspects of the mathematics. Students should be expected/encouraged to use mathematically precise language.

Project Based Learning: The growth in project-based learning capacity at PUENTE Charter School is rooted in the belief that academic learning and intellectual learning are best when developed together. The principles of the Next Generation Science and History- Social Science standards are implemented through project-based learning. These standards give educators the flexibility to design classroom learning experiences that stimulate students' interests in science and prepares them for college, careers, and citizenship are truly at the heart of every discipline. Laying the foundation for the development of science, technology, engineering, art, and math skills at PUENTE is critical to helping our students become successful as they transition to higher

grades and more complex learning concepts. To best support our instructional team with building capacity with the integration of project-based learning, PUENTE provides professional development opportunities for enhanced implementation.

Curriculum and Instruction

English Language Arts

Readers and Writers Workshop Block

The data-driven reading and writing curriculum is implemented using a readers and writers workshop approach in a 120-minute literacy block for grades TK-2 and 140-minute literacy block for grades 3-5, with additional time for differentiated instruction. The intent behind the workshop model is to provide the strongest elements of literacy to students while allowing the instructor the space to differentiate the material to meet the needs of all students. More so, the workshop model allows students to have greater ownership of their reading and writing. In terms of reading, students have a chance to practice skills and strategies presented by the teacher using books at their independent reading level. In terms of writing, students have the space to work in various genres that foment a love for writing. More so, the workshop model allows teachers to implement various instructional approaches including whole group instruction, small group instruction, collaborative groupings, pair groupings, and independent learning. During whole group instruction, the teacher will use direct teaching methods and introduces new concepts to the entire class.

Grades TK-2

During the TK year at PUENTE, children focus on developing their oral language skills, expanding their vocabulary, develop their alphabet awareness, hone their phonological skills, and work on concepts of print. In Kindergarten, students will continue to strengthen and master the alphabet and the basic features of letters and words. More so, students will begin to read and write simple sentences. These important skills will enable kindergarteners to learn new words and to read and understand age-appropriate decodable books and stories. Children will break down spoken and written words into syllables and letters, identify the sounds each letter makes, and eventually sound words. With prompting and support, students will build their comprehension skill set by using literature and informational text by asking and answering questions and identifying details and main events. Students will discuss, draw, and write about what they read and learn. Students will also learn to write and share information in a variety of ways, including drawing, writing letters, and words, listening to others, oral presentations and performing arts presentations, such as plays and skits.

In first grade, students will continue to build, strengthen, and master their reading, writing, speaking, and listening skills. Children will continue to develop their phonological awareness by analyzing and decoding grade level words. In terms of reading, students will begin analyzing text in class discussions by listening and responding to what others are saying. Children will think, talk, and write about what they learn. In their writing, students will work on putting together clear sentences on a range of topics using their growing vocabulary. Teachers will use

vocabulary that is familiar to the child to increase fluency as well as develop confidence and self-esteem.

In second grade, students will build on foundational reading skills, strengthening their ability to read fluently and decode complex, age-appropriate text. Students will think, talk, and write about what they know in their daily lives, which includes what they see in their neighborhood, what occurrences happen in their family, what they read in stories, books, and other sources of information including the Internet. Students will write a coherent sentence to convey meaning and explore different types of sentences (interrogatory, statements, and exclamations) together to create a descriptive piece of writing. In collaborative discussions, students will learn how to build on what others are saying. They will listen for key concepts and main ideas so that they will be able to write and describe an event, provide information on a topic, or share an opinion. Children will make oral presentations to large groups and answer questions their audience of peers may have. Students will begin to learn how to develop a topic and constructively look at their own writing and begin to self-edit and revise their work.

Grades 3-5

By third grade, all students will be reading and continue to build their writing, speaking, and listening skills. Children will be encouraged to think critically in their reading analysis of diverse text. Students will continue to expand their vocabulary, allowing them to create more in-depth sentences and read with greater fluency. In collaborative discussions, students will build on the ideas of others by listening, asking questions, and sharing ideas. In their writing, students will pay more attention to organizing information, development of ideas, and supporting these ideas with facts, details, and reasons.

By grade four, students have become skilled readers and writers. Children will expand their reading materials to include articles, fiction, non-fiction stories and other sources of information as they continue to grow their vocabulary. Children will explain in detail what they have read during collaborative discussions by referring to details from the text. Students will learn how to take notes to organize information taken from books, articles, and online sources. In writing, students will organize their ideas and develop topics with reasons, facts, details, and other information to write opinion papers over extended periods. By the end of fourth grade, children will have learned formulate a draft, revise, and publish a well-crafted narrative.

By the end of fifth grade, children will have read challenging literature, articles, and other sources of information and continue to build their vocabulary and comprehension skills. Students will understand and clearly summarize what they have learned from readings and collaborative discussions. Students will provide thorough and convincing evidence from the main idea that includes the effective use of sources, facts, and details. Students will write regularly and continue to develop their ability to gather, organize, interpret, and present information. They will also write research or opinion papers over extended periods. Their writing should indicate a progression from beginning to end.

English Language Development

Designated English Language instruction takes place daily in all K-5 classrooms for 60 minutes. During this time, students participate in whole group and small group instruction. Small group instruction is intended to support students of the same ELD level. Support in reading, language, writing as well as speaking and listening are addressed through intentional lessons that are found in the Wonders for English Learners curriculum and data-driven lessons that are teacher created.

Mathematics

With the focus on developmentally appropriate math instruction and effective strategies, the learning objectives and outcomes aligned to the rigorous Common Core mathematics standards are met by ensuring balanced teaching for conceptual understanding and for procedural fluency. Research has shown that when students learn procedures without meaning, they are only memorizing discrete pieces of information that are difficult for them to remember. Students are better served when they develop an understanding of the concepts they are studying before application of these ideas to procedural strategies (National Mathematics Advisory Panel 2007).

This balanced math instructional design supports students' mastery of basic computational and procedural skills; conceptual understanding; and problem solving, with an emphasis on making connections among mathematical ideas and between mathematics and other disciplines. Our pedagogical approach supports engaging our students in a variety of mathematically related activities across different areas of learning to intentionally support this learning goal. As an instructional team, we ensure our elements of sound teaching practices including, classroom management, a logical progression of lessons, an effective use of assessment, and time management are in place.

The math curriculum at PUENTE Charter School incorporates the CCSS and state instructional frameworks, the California Standards for Mathematical Practice and the Standards for Mathematical Content. PUENTE's goal is to ensure that all children meet or exceed these standards as well as become confident problem solvers and logical, mathematical thinkers. To do so, lessons will follow a coherent sequence so that students become confident and capable of using math concepts effectively and allow teachers the space for scaffolding opportunities. More so, we will strive to build a positive classroom culture, developing a support growth mindset to ensure students feel comfortable making mistakes. In math, errors are a necessary cognitive tool needed for learning, allowing teachers to create both an environment where students feel comfortable and confident when learning new math concepts and a place for reflective teaching practices. PUENTE adopted Eureka Math as a curriculum resource for grades TK-5.

Grades TK-2

Teachers strive to make the TK's introduction to math concepts in a way that ignites a love of math. In Transitional Kindergarten, teachers devote their instructional time focusing on helping children develop an understanding of whole numbers, concepts of number correspondence, counting, cardinality and comparing numbers. Children will also explore geometry as students learn their basic shapes. Math lessons will be engaging and involve various kinds of manipulatives to stimulate their curiosity for the subject.

Kindergarteners will focus on learning about basic numbers and number concepts. They will compare whole numbers and objects. Children will learn geometry concepts focusing on describing and distinguishing shapes, (two-dimensional and three-dimensional) and space. Children will also learn about patterns and be able to identify, finish and create their own pattern. Children will have various experiences with counting numbers. Teachers will guide students to move away from rote counting and will teach children to count forward from a given number instead of beginning at one. Additionally, children will engage in various hands-on counting experiences and cooperative group work to develop this understanding. Number games will help children make connections when introducing abstract number concepts, helping them to understand that a number word spoken tells the quantity. Children will use objects and drawings to represent numbers and to represent problems. Children will begin to do basic addition and subtraction equations up to five. Children begin to work with problem situations of "putting together" and "taking apart". Students will show their understanding in various ways such as by using language, objects, making drawings, or writing equations.

In first grade, children will begin developing a more concrete understanding of addition and subtraction. Children in the first grade will also develop an understanding of measuring lengths indirectly and by iterating nonstandard length units. Students develop skills understanding the relationship using whole numbers and place value. Students will practice these skills by solving word problems and equations increasing their mathematical and reading fluency. Children will continue composing and decomposing geometric shapes. Manipulatives such as the use of tangrams, blocks and pattern blocks will help children envision and grasp abstract geometric concepts.

By second grade, students will continue to expand and build upon their mathematical foundation as teacher's model and demonstrate how to solve problems and then give children the opportunity to demonstrate their skills, offering support when needed. Children continue to review whole numbers. Children work with place value concepts where they group numbers into the tens and one's place and begin to apply these skills to develop a deeper understanding of simple base-ten notation. Second graders continue strengthening their addition and subtraction strategies strengthening their speed and accuracy with single digits, build to two digit and building to multi- digit numbers, adding to 100. They will begin using number lines when solving problems. Children will begin using standards units of measurement. Children will use rulers, yardsticks, tape measures and other tools to begin measuring objects. Students will continue to work with analyzing shapes and expand their geometry vocabulary. Children will look for geometric shapes in the real world to make lessons meaningful and relatable.

Grades 3-5

Students begin the third grade with an understanding of specific mathematical concepts and continue to build a solid math foundation that will support them for further challenges.

Children begin to have deeper learning experiences and begin focusing on concepts needed for solving single digit multiplication and division problems. Teachers model and demonstrate how to solve multiplication and division problems by using strategies and multiplicative reasoning. Children learn to relate division to multiplication and to other mathematical concepts including geometry. Children will also learn the concept of “rounding off” and work with whole numbers to the nearest 10 or 100s place. They will also understand that fractions are numbers and begin by dividing a whole into equal parts.

Fourth graders continue to build upon on their addition and subtraction skill sets where they can demonstrate their understanding and fluency by adding and subtracting numbers using the standard algorithms. In addition, students are using multi-digit numbers when multiplying and dividing. Children will understand the concept of fraction equivalence and continue adding and subtracting fractions. Students begin analyzing patterns using mathematical vocabulary. Activities in their project-based learning class will extend to finding patterns within their real-world experiences, such as weather patterns or sports scores, or natural occurrences where they can identify and explain their finding and data as a collaborative group. Children will continue to work with units of measurement and begin to use formulas to find the area and perimeter.

In the fifth grade, students will master all basic arithmetic operational skills. Students will continue adding and subtracting fractions and transition into multiplying and dividing fractions. Students will use variables to write simple equations and expressions. Students will learn to understand and graph linear relationships by using coordinate grids, tables, and charts. Fifth graders will also begin to use integers and rational numbers, setting the foundation for algebra, -skills that they will use in grade six.

History- Social Science

Our practice of incorporating thematic instruction supports our instructional team in planning multiple opportunities for our students to build on what they already know and to extend learning with meaningful, connected activities throughout the day and the academic year. Our social studies curriculum is based on the History-Social Sciences Content Standards for California Public Schools: Kindergarten through Grade Twelve, CCSS for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects (CA CCSS for ELA/Literacy), and ELA/ELD Framework. The curriculum is concept-based, and provides in-depth study to promote student inquiry of causal relationships and historical connections, reinforcing critical thinking skills and the understanding of our common human experience. Lessons on notable figures and everyday heroes build the understanding of contributing to one’s community and the world-at-large in respect of others. Stewardship, leadership, and individual responsibility are underscored as students explore characteristics that are admirable, valuable and contribute to making the world a better place. To strengthen the display of these attributes

with our students, our instructional team support peer group workstation activities, based on the theme, where verbal, social, artistic and logic learning is reinforced.

PUENTE'S History and Social Science instructional program builds its yearly curriculum around a theme- based instruction model integrated across all subjects. Teachers will work with students to make connections between what they are learning within social studies to apply across all academic subjects and deepen their learning experience. The pedagogical goal is of PUENTE's History and Social Science curriculum is to leverage student histories through our Funds of Knowledge approach and connect their learning with Science, Math, English Language Arts, as well as other non-core content areas. The social studies content will cover several topics including, but not limited to, cultural and political history, social justice, socioeconomics, California and world history, and geography.

PUENTE's social studies curriculum will be intentionally designed for students to develop cooperative problem-solving skills to address social, ethical, and personal concerns. Instructors will leverage students' lived and cultural experiences to make history and social science studies a more relevant and meaningful experience for the children. Teachers will also rely on their life experiences as instructional assets.

PUENTE uses the Reading Wonders for social sciences curriculum. Students will begin social studies instruction based on the grade specific content standards during our project-based learning block. Depending on the scope of instruction, students may receive additional social studies instruction embedded within PUENTE's additional ELA Integrated Instruction block designed to support the learning content of both ELA and social sciences. More importantly, the integrated instruction block is aimed at strengthening the skills and strategies for students to be proficient readers, especially for ELL students. Students in grades TK through 5th will receive a minimum of 120 minutes of social studies instruction. All instruction will be consistent with the History-Social Studies Standards for California and further undergirded by students' own life histories, consistent with our Funds of Knowledge approach.

The following themes will be applied to the content standards for TK through 5th grade following the History-Social Science Content Standards for California Public Schools.

- TK/Kindergarten – Learning & Working Now and Long Ago
- First grade – A Child's Place in Time & Space
- Second grade – People Who Make a Difference
- Third grade – Continuity and Change
- Fourth grade - California: A Changing State
- Fifth grade - United States History & Geography: Making a New Nation

Science

Curiosity is a natural component of childhood (Arnold & Colburn, 2010). Science is part of the integrated curriculum offered at PUENTE Charter School. Students explore and discover the natural world in support of mastery of the Practice Standards component of the Next Generation Science Standards. With the ability to offer workstation activities, our students engage in both guided and student-initiated exploration and about the physical and biological

sciences that builds upon their understanding and use of vocabulary skills, cooperative learning skills and science concepts as they relate to the world around them.

Our instructional team actively promotes the reinforcement of key mathematical concepts, especially graphing and measurement skills. The science curriculum promotes intuitive, imaginative thought, encouraging children to learn to ask Who? What? When?; Where?; Why?; and How? Embedded in the instructional practices is the desired results of our students:

- Asking Questions and Defining Problems
- Developing and Using Models
- Planning and Carrying Out Investigations
- Analyzing and Interpreting Data
- Using Mathematics and Computational Thinking
- Constructing Explanations and Designing Solutions
- Engaging in Argument from Evidence
- Obtaining, Evaluating, and Communicating Information

PUENTE strives to develop scientifically literate students so that they make informed decisions about health, safety, citizenship, and environmental issues. Physical science, earth science and life science areas of study integrated throughout the curriculum where teachers use constructivist-teaching methods to engage students. Our students are encouraged to embrace the concept of being “a scientist,” and innately are prone to ask many questions as well as use needing hands-on exploration of the natural world. The curriculum will include science concepts, experiments, lab activities, and students’ life experiences, to help students experience success throughout all core and non-core areas of the overall curriculum. Approximately 30-40% of science instruction time will involve direct lab and experiment activities, consistent with implementation of the scientific method. These activities will be based on benchmark requirements and will utilize the skills and techniques outlined in the Investigation & Experimentation Strand of the NGSS standards. In addition, STEAM (Science, Technology, Engineering, Art and Math) based learning experiences are emphasized throughout the curriculum design using real-world connections. Our goal is to prepare all of our students for an increasingly technological society that requires its citizens to receive advanced instruction in science and be sensitive to environmental issues.

In terms of learning content, PUENTE adopted Amplify Science curriculum for all students. In addition, PUENTE uses IXL science as supplemental curriculum for this core subject. Students begin an hour block of science instruction working on grade specific content consistent with the NGSS standards and continue with another hour throughout the week for project-based learning. Students will also have opportunities to develop their science literacy during our ELA block based on the scope of our lessons. Students in grades TK thru 5th will receive a minimum of 120 minutes of science instruction and an additional 90 minutes of integrated blended learning support a week. Learning topics are organized by grade level below:

KINDERGARTEN	FIRST GRADE	SECOND GRADE
K.Forces and Interactions: Pushes and Pulls K.Interdependent Relationships in Ecosystems: Animals, Plants, and Their Environment K.Weather and Climate K-2.Engineering Design	1.Waves: Light and Sound 1.Structure, Function, and Information Processing 1.Space Systems: Patterns and Cycles K-2.Engineering Design	2.Structure and Properties of Matter 2.Interdependent Relationships in Ecosystems 2.Earth's Systems: Processes that Shape the Earth K-2.Engineering Design
THIRD GRADE	FOURTH GRADE	FIFTH GRADE
3.Forces and Interactions 3.Interdependent Relationships in Ecosystems: Environmental Impacts on Organisms 3.Inheritance and Variation of Traits: Life Cycles and Traits 3.Weather and Climate 3-5.Engineering Design	4.Energy 4.Waves 4.Structure, Function, and Information Processing 4.Earth's Systems: Processes that Shape the Earth 3-5.Engineering Design	5.Structure and Properties of Matter 5.Matter and Energy in Organisms and Ecosystems 5.Earth's Systems 5.Space Systems: Stars and the Solar System 3-5.Engineering Design

Visual and Performing Arts

The visual and performing arts are intentionally integrated into our core subject areas, incorporating the five strands of the Visual and Performing Arts Content Standards for California Public Schools: Kindergarten through Grade Twelve: Artistic Perception, Creative Expression, Historical and Cultural Content, Aesthetic Valuing, and Connections, Relationships, and Application.

Music, visual art, dance and drama are all powerful manifestations of cultural heritage. We promote the study and participation in the visual and performing arts to support student learning about the traditions and modes of thought of their native cultures as well as those of other cultures. The arts provide a means for creativity and self-expression. Our young students discover that their thoughts and feelings can be communicated nonverbally through music, art, and drama. These disciplines are integrated throughout the curriculum, including both opportunities to learn about the arts and to personally participate in weekly music and drama cycle instruction including percussion, storytelling, and musical theater. PUENTE has partnered with local arts-based organizations, Theater of Hearts/Youth First and Neighborhood Music School, to provide professional artist-in-residence instruction for our students. With a schedule that includes skill-building, cooperative learning with peers and rehearsal, our students display their proficiency and collaborative efforts at celebratory work-in-progress performances for

family members and invited guests at the conclusion of each music and drama instructional cycle in our multipurpose room.

Health and Physical Education

The PUENTE Charter School Physical Education curriculum is based on the Physical Education Framework for California Public Schools: Kindergarten through Grade Twelve. Our students build their fitness, coordination, locomotor skills, and listening skills with intentional time indoor and outdoor spaces. The lessons are delivered by the Physical Education Coach and adapted for each grade level twice a week.

The students in grade 5 will participate in the yearly Physical Fitness Test. Such test has five areas that are measured. The data is collected by the Physical Education Coach and reported to the California Department of Education.

The health standards are implemented through lessons facilitated by the school nurse. Such standards are also incorporated during family nights to promote a healthy lifestyle by educating families on healthy eating habits and active lifestyle.

Intervention & Enrichment Programs

PUENTE Charter School provides academic intervention supports for all subject areas. All teachers, paraprofessionals and administrators are MTSS certified. During bi-monthly data review meetings, the MTSS team that is composed of the teacher, intervention coach and principal, collaborate to review student data and identify what type of support the students benefit from. Supports may be given to students in small groups or individually by the teacher, paraprofessional or intervention coach.

PUENTE offers a summer program for student to continue reinforcing the learning goals and school routine. Our after-school enrichment program, offered daily in the afternoon at our school site, supports the extension of the school day with the opportunity for students to receive remedial support and project-based learning activities. In addition, student clubs are available before and after school throughout the year. Such clubs include dance, cheer, music, cooking, and robotics, to name a few.

A four-week program is available to students that are newcomers. This program is designed to support students with language acquisition. During this program, students use Rosetta Stone⁵ to empower their reading, writing and speaking skills in English. In addition, students participate in phonics, reading and writing instruction.

Independent study is not currently offered to students.

Teachers use Common Core State Standards-aligned curricula materials for the core academic subjects. As an instructional and administrative team, we assess and evaluate the effectiveness of our curriculum annually and make refinements as needed.

⁵ <https://www.rosettastone.com/schools/>

The following curricular and instructional resources and textbooks will be utilized for our charter school instructional service:

Instructional Materials	Subject						Early Elementary	Upper Elementary
	English Language Arts	Math	Science	History/ Social Science	Student Technology Component	ELL Support	(TK-2)	(3-5)
**Eureka Math Publisher: Great Minds 2021		X			X	X	X	X
Student Print Resource: Practice Workbook (All Modules)								
IXL Math Developer: IXL Learning, 2024		X			X	X	X	X
**Amplify Science Publisher: Amplify Education, Inc. 2022			X		X	X	X	X
Student Print Resource: Investigation Notebook (All Units)								
Mystery Science Developer: Mystery.org			X		X	X	X	X
**Wonders – ELA, ELD, SS, Sci Curriculum Publisher: McGraw Hill 2017	X		X	X	X	X	X	X
Student Print Resources: 1) Your Turn practice book 2) Trade Book Library								
Raz-Kids Developer: Learning A-Z, 2024	X	X	X	X	X	X	X	
Epic! Developer: Epic Creations, Inc.	X	X	X	X	X	X		X
Typesy Developer: eReflect Software, 2024	X	X	X	X	X	X	X	X
IXL ELA Developer: IXL Learning, 2024	X				X	X	X	X
Units of Study-Writing Publisher: Heinemann 2013	X		X	X		X	X	X

Units of Study- Reading Publisher: Heinemann 2013	X		X	X		X	X	X
Second Step -SEL Publisher: Committee for Children, 2023					X	X	X	X
Calm Classroom- SEL Publisher: Calm Classroom					X	X	X	X
Push Play PE- Physical Ed Publisher: PPP, 2024					X	X	X	X

Instructional Methods & Strategies

Embedded in the PUENTE school operations practice is the respect and value we hold for our students and families and the research-based best practices from the areas of human development, learning, cognition, and motivation. Ornstein (1993) argues that key in these practices which foster motivation and engagement in learning are good teaching and teachers that emphasize the personal and social development of learners. He further cites a variety of research indicating that people perform best when they indeed feel respected and valued, when they can develop their own unique strengths, and when they are helped to take control of their learning and their lives. During the term of our charter, we have experienced that this higher level of sensitivity to the social learning context results in broader documented educational outcomes at PUENTE such as favorable percent suspension/expulsion rates, high academic performance, self-regulation of learning, and positive feedback from parents concerning satisfaction with school culture and outcomes. The intentional goal is to create a relevant, meaningful and positive experience in our school in support of a lifetime of academic success and authentic personal growth. Our instructional practices include:

- Whole Group Instruction through Reading, Writing and Math Workshop to introduce new skills and use direct teaching methods with the whole class.
- MTSS – Tier 2 Targeted Small Group Instruction– small, leveled groups to develop specific skills as well as direct instruction in language arts and math. Computer and other means for reinforcement of skills may be used.
- MTSS – Tier 3 Targeted Instruction – individual instruction to develop skills that may have been taught and learned in prior grade levels.

Differentiated Learning Opportunities

Differentiated groupings and stations, such as whole group instruction, small group instruction, collaborative groupings, pair groupings, and independent learning are used. During whole group instruction, the teacher uses direct teaching methods and introduces new concepts to the entire class. During guided reading and writing assignments, children are in a small group instruction setting. Collaborative Grouping is used when working during project-based learning writing assignments or when conducting research.

Project Based Learning (PBL)

Several of the core and non-core subjects involve children to engage in long-term study units. Teachers use the project-based learning approach so that lessons are student-driven, provide a deeper learning experience and allows children to work in collaborative groupings while answering real world questions or problems.

Intertwined into the project's procedures are the core and non-core content areas, where teachers thoughtfully align core standards into the learning process. Children work on an on-going project where time is allotted daily to work on their project.

One example of a PBL project second grade study unit that we plan is to design a family engagement night featuring a musical play. The unit duration is three months, and the instructors will provide guidance to help children organize their ideas, keep momentum toward the goal and assist the students with aligning their ideas to the theme, "Wild About Learning". After some discussion, debate, voting, graphing, and data collecting (math, ELA, social science area content lessons) the class will make a collective decision to the performance agenda. Small group instruction during their ELA lessons will include choosing a story, identifying the main characters, creating simple dialogue for the characters, choosing the songs to sing, and auditioning for character roles. Art lessons will include designing and creating costumes and set design. Green-screen technology will be available for special effects. PBL units promote the integration of core and non-core content areas, a high-level of student-initiated learning and cooperation for a shared goal.

Blended Learning/Small Group Instruction

In response to best practices of high performing urban charter schools across the country, our instructional framework advantages extensive blended learning resources and lowered teacher to student ratios during literacy instruction. Across our early and upper elementary grades of TK-5, our highly qualified credentialed instructors with support from paraprofessionals will work with our students focusing on guided reading, phonics and sight words, and incorporate literacy-based, adaptive individualized computer stations. This structure provides significant differentiation and focuses on the building blocks of literacy: phonemic awareness, phonics, vocabulary, fluency, and reading comprehension. We will use computer-based adaptive literacy programming such as IXL and Reading A-Z to give students individualized practice and more opportunities to practice the skills they have been explicitly taught in direct instruction lessons with their teachers. IXL and Reading A-Z provide individualized content core learning creating pathways for students allowing them to work at their own pace, while also providing mastery

data for teachers. Each year we will evaluate the success of our blended learning model and resources and make adjustments to better meet the needs of our students.

Response to Intervention (RTI)

The National Center on Response to Intervention (NCRTI) uses the following definition of Response to Intervention (RTI) based on available research and evidence-based practice: “Response to intervention integrates assessment and intervention within a multi-level prevention system to maximize student achievement and to reduce behavior problems. With RTI, schools identify students at risk for poor learning outcomes, monitor student progress, provide evidence-based interventions and adjust the intensity and nature of those interventions depending on a student’s responsiveness, and identify students with learning disabilities.” (NCRTI, 2010, p. 2).

To ensure that all PUENTE Charter School students and their families are supported with appropriate services in our educational programs, the PUENTE Charter School RTI framework of academic interventions utilizes the essential components of effective high quality general education instruction, school-based assessments, progress monitoring, data-based instructional decision making, tiered levels of interventions, and fidelity of implementation of the interventions. The first stage for RTI is documentation and school-based assessments. Based on the desired academic outcomes aligned with Common Core mastery and English Language Development, teachers and support staff, with assistance from parents/caregivers, will assess student capacity in academic achievement, social skills and home environment. Students are then identified for the appropriate services in education (e.g., general education program, remedial support, intense intervention, special education). When necessary, family services are offered through referral to our local community partner agencies. The effective use of the PUENTE RTI is supported by the regular and systematic documentation of student activities and progress and the use of this data to inform our practice. School staff use a variety of assessment tools (e.g., classroom-based assessment, standardized tests, diagnostic assessments, feedback from parents and support service providers including RSP, speech and language pathologist), to ascertain and track student progress in portfolios for each student.

For all students, teaching strategies are varied as described above — whole group, small group, individual and cooperative — based on student need, motivation and learning style. Parents are also provided with the knowledge and tools they need to support their children’s achievement in school through our home-to-school connections, ongoing engagement with parents during formal and informal meeting times, and parent-targeted workshops, activities, and events. Teachers and school leaders regularly modify student goals and services based on the data from the on-going progress monitoring on Panorama Education.

Supporting our students’ academic growth and social well-being is an extension of our authentic goal to establish trusting and sustained relationships with our students and families in our PUENTE Charter School community program. In this type of responsive educational model, child and family strengths are enhanced, social risk factors and learning barriers are mitigated through coordinated and relevant supports, and decisions are made based on a strategic and

informed plan for each child. A pedagogical approach is employed which supports multiple points of entry within a comprehensive school reform effort that makes growth and learning accessible.

Ensuring Student Mastery of Standards

PUENTE Charter School fully implements California Common Core State Standards (CCSS), the Next Generation Science Standards, the English Language Development standards, and other state content standards as aligned to the ambitious nature of our mission for all students to excel academically and for the our school to contribute meaningfully and responsibly to high student achievement outcomes.

To support and train teachers on the implementation of these rigorous learning standards, the PUENTE Charter School instructional and administrative team works on backwards mapping the scope and sequence of each subject to ensure alignment between and across grade levels with support from the administrative team.

With intentional planning tools and allocated time in place, teachers will receive the following professional development and ongoing support:

- During our teacher beginning-of-academic-year training program, 10 days will be devoted to unpacking and incorporating standards such as Common Core, English Language Development, Next Generation Science, History-Social Science, Physical Education, Health, and ISTE.
- Weekly Professional Development sessions (2.5 hours) during our abbreviated days creating assessments and analyzing student data to adjust instruction
- Weekly coaching and training on instruction and lesson planning
- By monthly data reviews during our collective PD sessions to examine summative assessments such as NWEA MAP and interim assessments, both of which are aligned to the CCSS
- Tracking of student progress on Panorama Education ⁶which provides additional resources and support
- On-going collaboration between teachers in same grade level

How the Instructional Program Will Support Student Development of Technology- Related Skills and Student Use of Technology

The PUENTE Charter School instructional design supports the development of technology-related skills needed for enhanced student learning. Fostering proficiency with technology and preparing our students for their future grades with computer-based skills is essential. PUENTE currently provides a 1-1 technology accessibility for students K-5. Students use Typesy ⁷ to practice keyboarding skills needed when taking computer-based testing. In addition, students

⁶ <https://www.panoramaed.com/>

⁷ <https://www.typesy.com/edu/>

have access to a variety of platforms that support knowledge of grade skills. IXL ⁸ is a personalized learning platform that students at PUENTE access to practice math, science and language arts skills. Students in grades 3-5 prepare for the SBAC by completing the Interim SBAC assessments during the winter. The teachers analyze and use the data results to prepare classroom instruction.

Transitional Kindergarten

Transitional Kindergarten is an option for all four-year-old children which includes 10+ hours of programming per day through a combination of instructional time and extended learning options for those families who choose this option. Transitional Kindergarten focuses on providing students a developmentally appropriate classroom where learning happens through intentional play. The students in this grade are in a stand-alone classroom for seven hours a day from 7:45 am -2:45 pm.

The TK curriculum is based on developmental theory. Children move through sequential stages of development in a variety of skill areas and at varying speeds. A child's development may be quick in some areas and slow in others, but all areas of growth are important and interrelated. Children need mastery at each level before moving on to the next. Therefore, we place equal importance on all major areas of development and tailor our program to meet individual growth needs. TK curriculum offers children an experience that facilitates their growth, learning and creativity and is supportive of all children, including those with identified disabilities and special learning and developmental needs.

Play is the natural mode of learning for the young child. The child develops feelings of competence and motivation for learning when provided opportunities for play and individual choice. Learning occurs when the child is actively involved with the materials of the environment. Through careful observation of play, teachers are able to assess development and add challenges or direction as needed to further individual growth. The classroom environment is arranged to provide ample choices for children to encourage independent thinking and a gentle unfolding of abilities.

The daily schedule for each group provides the consistent framework necessary for children to feel secure at school. It gives the child reference points that they can rely on and function creatively around. Within that framework there are many avenues for creativity and choice for both adults and children. The day begins with soft start centers where students have an opportunity to settle in before getting to work. They chose from a handful of calm activities that match the different personalities all while socializing with peers. This brings a sense of community into the classroom and empowers students into making their own choices. The class then participates in a morning meeting where students have an opportunity to check in on their feelings, review the calendar, phonics and number sense.

Similar to the kindergarten through 5th grade students, the TK students participate in writing, reading and math workshop. Students learn about writing through sketches and storytelling on

⁸ <https://www.ixl.com/>

topics that are meaningful to them. They learn to read through understanding of story elements and pictures. Math is taught through choral counting and counting collections. Science and Social Studies are taught through a project and inquiry-based approach on a variety of topics that are of interest to this age group.

Social Emotional Learning is a staple of the school day. In addition, explicit lessons on managing emotions and building relationships are also taught twice per day. A variety of arts programming is also available with visual and performing arts instruction, including music, theater and dance.

INSTRUCTIONAL MINUTES

PUENTE Charter School provides all students with a total of 180 instructional days, a longer school day and longer school year, that exceeds the CA State Requirement for charter schools of 175 instructional days and instructional minutes, as evidenced in the following chart.

Grades	Grades Offered	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Number of [Other] Days	Number of Instr. Minutes Per [Other] Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/Below State Req't.
TK/K	Yes	145	355	35	270	0	0	0	0	180	36000	60925	24925
1	Yes	145	355	35	270	0	0	0	0	180	50400	60925	10525
2	Yes	145	370	35	270	0	0	0	0	180	50400	63100	12700
3	Yes	145	370	35	270	0	0	0	0	180	50400	63100	12700
4	Yes	145	370	35	270	0	0	0	0	180	54000	63100	9100
5	Yes	145	370	35	270	0	0	0	0	180	54000	63100	9100

Academic Calendar and Schedules



PUENTE Charter School 2025-2026 School Calendar | Calendario escolar

July Julio						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August Agosto						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

September Septiembre						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

October Octubre						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

November Noviembre						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

December Diciembre						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

January Enero						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

February Febrero						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

March Marzo						
Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

April Abril						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

May Mayo						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

June Junio						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Instructional/Event Day Color Key* Clave de color del Día de Instrucción/ Eventos*	
Summer School (ELOP) Escuela de Verano (ELOP)	PUENTE Charter School Parent Event Evento de Padres de PUENTE Charter School
No classes: Holiday or Pupil Free Day No Clases: Días festivos o Día para Estudiantes	PUENTE Learning Center Event Evento de PUENTE Learning Center
Instructional Day Día de Instrucción	Parent Conferences Conferencias de Padres
First and Last Day of School Primer y último día de clases	

*Events are subject to change for updated information please consult ParentSquare. *Los eventos están sujetos a cambios para obtener información actualizada, consulte ParentSquare.

PUENTE Charter School
323.780.2961 charterschool@puente.org

DRAFT 11/2024

BELL SCHEDULES

Transitional Kindergarten

Monday- Thursday	Transitional Kindergarten
7:45 – 8:00 am	Soft Start Centers
8:00 – 8:20 am	Morning Meeting
8:20 – 8:40 am	Phonics (Integrated ELD)
8:40 – 9 am	Recess
9 – 10:00 am	Designated ELD
10:00 – 10:30 am	Math Workshop (Integrated ELD)
10:30 - 11:00 am	Lunch
11 – 11:20 am	Recess
11:20 -11:40 am	Social Emotional Learning
11:40 – 12:00 pm	Reading Workshop (Integrated ELD)
12 – 12:30 pm	Writing Workshop (Integrated ELD)
12:30 – 1:40 pm	Centers
1:40 – 2:10 pm	Physical Education
2:10 -2:40 pm	Closing Circle
2:45 pm	Dismissal
Friday	
7:45 – 8:00 am	Soft Start Centers
8:00 – 8:20 am	Morning Meeting
8:20 – 8:40 am	Phonics (Integrated ELD)
8:40 – 9 am	Recess
9 – 10:00 am	Designated ELD
10:00 – 10:30 am	Math Workshop (Integrated ELD)
10:30 - 11:00 am	Lunch
11 – 11:20 am	Recess
11:20 -11:40 am	Social Emotional Learning
11:40 – 12:20 pm	Centers
	Physical Education
	Monday & Wednesday 8:10 – 8:40 am

Kindergarten

Monday- Thursday		Kinder
7:45 – 8 am		Morning Meeting
8 - 8:40 am		Writing Workshop (Integrated ELD)
8:40 – 9:20 am		Reading Workshop (Integrated ELD)
9:20 - 9:40 am		Recess
9:40-10 am		Phonics (Integrated ELD)
10 – 10:20am		Interactive Read Aloud (Integrated ELD)
10:20 – 11:20 am		Math (Integrated ELD)
11:30 – 11:50 am		Lunch
11:50 – 12:10 pm		Recess
12:10 - 12:30		Social Emotional Learning
12:30 – 1:30 pm		Designated ELD
1:30 – 1:50 pm		Physical Education
1:50 – 2:30 pm		Project Based Learning (2 days- Science, 2-days- Social Studies)
2:45 pm		Dismissal
Friday		
7:45 – 8 am		Morning Meeting
8 - 8:20 am		Phonics (Integrated ELD)
8:20 – 9:20 am		Designated ELD
9:20 - 9:40 am		Recess
9:40 – 10:40am		Math (Integrated ELD)
10:40 – 11:20 am		Art
11:30 – 11:50 am		Lunch
11:50 – 12:10 pm		Recess
12:10 - 12:20 pm		Social Emotional Learning
12:30 pm		Dismissal
		Physical Education
	Tuesday 10:30 – 11 am	Wednesday 8:50 - 9:40 am

Monday- Thursday		Kinder B	
7:45 – 8 am		Morning Meeting	
8 – 8:40 am		Writing Workshop (Integrated ELD)	
8:40 – 9 am		Phonics (Integrated ELD)	
9-9:20 am		Recess	
9:20 - 10		Reading Workshop (Integrated ELD)	
10:00 – 11 am		Math (Integrated ELD)	
11-11:20 am		Lunch	
11:20 – 11:40 am		Recess	
11:40 - 12 pm		Social Emotional Learning	
12 – 1 pm		Designated ELD	
1:10-1:30 pm		Physical Education	
1:30 – 2:30 pm		Project Based Learning (2 days- Science, 2-days- Social Studies)	
2:45 pm		Dismissal	
Friday			
7:45 – 8 am		Morning Meeting	
8 – 8:40 am		ELA (Integrated ELD)	
8:40 – 9 am		Phonics (Integrated ELD)	
9 – 9:20 am		Recess	
9:20 -9:40 am		Math (Integrated ELD)	
9:40 – 10:40 am		Designated ELD	
10:40 – 11 am		Recess	
11-11:20 am		Lunch	
11:20 – 11:30 am		Social Emotional Learning	
11:30 – 12:20		Art	
12:30		Dismissal	
		Physical Education	
		Monday 8:50 – 9:40 am	Tuesday 8:50-9:20 am

1st Grade

Monday- Thursday		1st Grade	
7:45 – 8:00 am		Morning Meeting	
8:00 – 8:40 am		Writing Workshop (Integrated ELD)	
8:40 – 9:20 am		Math Workshop (Integrated ELD)	
9:20 – 9:40 am		Phonics (Integrated ELD)	
9:40 – 10 am		Recess	
10 – 11 am		Designated ELD	
11 – 11:40 am		Reading Workshop (Integrated ELD)	
11:40 – 12 pm		Social Emotional Learning	
12 – 12:20 pm		Lunch	
12:20 – 12:40 am		Recess	
12:40 – 1:30 pm		Project Based Learning (2 days- Science, 2-days- Social Studies)	
1:40 – 2:30 pm		Small Group Instruction	
2:45 pm		Dismissal	
Friday			
7:45 – 8:00 am		Morning Meeting	
8:00 – 8:40 am		Writing (Integrated ELD)	
8:40 – 9:20 am		Math (Integrated ELD)	
9:20 – 9:40 am		Phonics (Integrated ELD)	
9:40 – 10 am		Recess	
10 – 11 am		Designated ELD	
11 – 11:40 am		Art	
11:40 – 12 pm		Reading Workshop (Integrated ELD)	
12 – 12:20 pm		Lunch	
12:30 pm		Dismissal	
		Physical Education	
		Tuesday 10 – 10:50 am	Wednesday 9:40 – 10:30 am

Monday- Thursday		1B
7:45 – 8:00 am	Morning Meeting	
8:00 – 8:40 am	Reading Workshop (Integrated ELD)	
8:40 – 9:20 am	Writing Workshop (Integrated ELD)	
9:20 – 10 am	Math (Integrated ELD)	
10 – 10:20 am	Recess	
10:20 – 10:50 am	Phonics (Integrated ELD)	
10:50 – 11:30 am	Project Based Learning (2 days- Science, 2-days- Social Studies)	
11:30 am – 12:30 pm	Designated ELD	
12:30 – 12:50 pm	Lunch	
12:50 – 1:10 pm	Recess	
1:10 – 1:30 pm	Social Emotional Learning	
1:30 – 2:30 pm	Small Group Instruction	
2:45 pm	Dismissal	
Friday		
7:45 – 8:00 am	Morning Meeting	
8:00 – 8:40 am	ELA (Integrated ELD)	
8:40 – 9:20 am	Math	
9:20 – 10 am	Art	
10 – 10:20 am	Recess	
10:20 – 10:40 am	Lunch	
10:40 – 11:10 am	Phonics	
11:10 am – 12:10 pm	Designated ELD	
12:10 – 12:30 pm	Social Emotional Learning	
12:30 pm	Dismissal	
	Physical Education	
	Monday 9:40 – 10:30 am	Tuesday 8:10 – 8:40 am

2nd Grade

Monday- Thursday		2 nd Grade	
7:45 – 8:00 am		Morning Meeting	
8:00 – 9:00 am		Writing Workshop (Integrated ELD)	
9:00 – 9:20 am		Recess	
9:20 – 10:00am		Reading Workshop (Integrated ELD)	
10:00 – 10:40 am		Math (Integrated ELD)	
10:40 – 11		Recess	
11:00 – 11:20 am		Lunch	
11:20 – 11:40 pm		Social Emotional Learning	
11:40 – 12:40 pm		Designated ELD	
12:40 – 1:40 pm		Small Group Instruction	
1:40 – 2:30 pm		Project Based Learning (2 days- Science, 2-days- Social Studies)	
2:45 pm		Dismissal	
Friday			
7:45 – 8:00 am		Morning Meeting	
8:00 – 9:00 am		Designated ELD	
9:00 – 9:20 am		Recess	
9:20 – 10:00am		ELA (Integrated ELD)	
10:00 – 10:40 am		Math (Integrated ELD)	
10:40 – 11		Recess	
11:00 – 11:20 am		Lunch	
11:20 – 11:40 pm		Social Emotional Learning	
11:40 – 12:20 pm		Art	
12:30 pm		Dismissal	
		Physical Education	
		Monday 12:50-1:40 pm (A) 1:40-2:30 pm (B)	Wednesday 8:10 – 9 am (A) 9:20 – 10:10 am (B)

3rd Grade

Monday- Thursday		3 rd Grade
7:45 – 8 am		Soft Start Centers
8 – 8:15 am		Morning Meeting
8:15 – 9:20 am		Writing Workshop (Integrated ELD)
9:20 – 9:40 am		Recess
9:40 am – 10:20 am		Reading Workshop (Integrated ELD)
10:20 – 11:10 am		Math (Integrated ELD)
11:10 – 11:30 am		Recess
11:30 – 11:50 pm		Lunch
11:50 – 12 pm		Social Emotional Learning
12 – 12:45 pm		Project Based Learning (2 days- Science, 2-days- Social Studies)
12:45 – 1:15 pm		Small Groups
1:15 – 2:15 pm		Designated ELD
2:30 pm		Dismissal
Friday		
7:45 – 8 am		Soft Start
8 – 8:15 am		Morning Meeting
8:15 – 8:45 am		ELA (Integrated ELD)
8:45 – 9:20 am		Math (Integrated ELD)
9:20 – 9:40 am		Recess
9:40 am – 10:10 am		Art
10:10 – 11:10 am		Designated ELD
11:10 – 11:30 am		Recess
11:30 – 11:50 pm		Lunch
11:50 – 12:00 pm		Social Emotional Learning
12:00 – 12:15 pm		Closing Circle
12:30 pm		Dismissal
		Physical Education
		Monday & Wednesday 12 - 12:50 pm

4th Grade

Monday- Thursday		4th Grade	
7:45 – 8 am		Soft Start Centers	
8 – 9:00 am		Writing Workshop (Integrated ELD)	
9:00 – 9:40 am		Reading Workshop (Integrated ELD)	
9:40 -10 am		Recess	
10 – 11 am		Math (Integrated ELD)	
11 – 11:40 am		Small Group Instruction	
11:40 – 12 pm		Recess	
12 – 12:20 pm		Lunch	
12:20 – 12:30 pm		Social Emotional Learning	
12:30 – 1:30 pm		Designated ELD	
1:30 – 2:20 pm		Project Based Learning (2 days- Science, 2-days- Social Studies)	
2:30 pm		Dismissal	
Friday			
7:45 – 8 am		Soft Start Centers	
8 – 9:00 am		ELD	
9:00 – 9:40 am		ELA (Integrated ELD)	
9:40 -10 am		Recess	
10 – 11 am		Math (Integrated ELD)	
11 – 11:40 am		Art	
11:50 – 12:10 pm		Lunch	
12:15 pm		Dismissal	
		Physical Education	
		Mondays & Wednesdays 11:10 – 12 pm	

5th Grade

Monday- Thursday		5 th Grade
7:45 – 8 am		Morning Meeting
8 – 8:50 am		Writing Workshop (Integrated ELD)
8:50 – 10 am		Math Workshop (Integrated ELD)
10:00 – 10:20 am		Recess
10:20 – 11:10 am		Reading Workshop (Integrated ELD)
11:10-12:10		Designated ELD
12:10 – 12:30 pm		Recess
12:30 – 12:50 pm		Lunch
12:50 – 1 pm		Social Emotional Learning
1 – 1:50 pm		Small Group Instruction
1:50 – 2:20 pm		Project Based Learning (2 days- Science, 2-days- Social Studies)
2:30 pm		Dismissal
Friday		
7:45 – 8 am		Morning Meeting
8 – 9 am		ELA (Integrated ELD)
9 – 10 am		Art
10:00 – 10:20 am		Lunch
10:20 – 10:40 am		Recess
10:40 – 11:10 am		Math (Integrated ELD)
11:10 -12:10 pm		Designated ELD
12:15 pm		Dismissal
		Physical Education
		Mondays & Wednesdays
		12:50 -1:40 pm (A)
		1:40 – 2:30 pm (B)

Professional Development

PUEENTE has a system to assess professional development needs. As part of their end of year tasks, the instructional team is required to submit a professional development survey. In this survey, they identify areas that they would like to focus on for the following academic school year. In addition, the instructional team identifies if professional development meetings, classroom demonstrations, peer observations or coaching is preferred. On their year and end of year reviews, the staff is to identify areas of growth for the following 6 months. The school's professional development meetings, classroom demonstrations, peer observations and

coaching sessions are planned around these areas for growth. In addition, the principal meets with each grade level weekly to support with planning. During planning sessions, new topics for professional development are identified. Lastly, during data review meetings, teachers identify the problem of practice and consequently areas where they might need to grow as an educator. This information is used to guide our professional development.

To strengthen and build teacher capacity, expertise, and maintain high teacher retention rates, Puente provides all teachers with robust professional learning opportunities including instructional coaching, classroom observations, lead instructional labs, model lessons, feedback cycles, and encourage peer observations.

All teachers and Instructional support staff also participate in 10 days of intensive summer professional learning: in addition to 5 non-instructional days, and weekly professional development during the academic school year.

Based on a needs assessment, findings from classroom observations, and feedback from teachers, the following include the professional development areas of focus:

- Diversity, Equity, Inclusion, Justice (DEIJ)
- Culturally Relevant curriculum
- Foundational skills: literacy & math
- CA Frameworks: Health Standards
- Non-violent crisis intervention: prevention and verbal de-escalation
- skills, disengagement safety techniques, physical intervention
- techniques
- Behavior Intervention Plans
- SWD: IDEA & FAPE
- SWD: Accommodations & Modifications
- Co-teaching models
- Understanding and deciphering IEPs.
- Differentiated Instruction: ELA & Math
- Cognitively Guided Instruction (CGI) Math
- Eureka2 Math Curriculum Implementation
- Strategies to improve designated/integrated ELD
- Social-emotional learning & Wellness
- Positive Behavioral Intervention & Supports (PBIS)
- Health & Safety including CPR, & active shooter

As the recipient of the MTSS Grant – all staff will continue to participate in comprehensive MTSS training to further strengthen and systematize our MTSS implementation. To support the teacher pipeline, PUENTE has partnered with LACOE's Intern Program for teacher candidates to obtain a preliminary credential; and LACOE's Induction Program for teachers to clear preliminary credentials.

Recruiting Credentialed Instructors

PUENTE Charter School strives to recruit and employ instructional team members who will promote and steward the mission, vision and goals of PUENTE Charter. The interview process is as follows:

- 1) Resumes are screened by Human Resources to ensure proper qualifications and credentialing
- 2) Resumes are sent to the school administrators for consideration and review
- 3) Candidates are invited to a phone or virtual interview with Human Resources
- 4) Candidates are then recommended to interview with a committee consisting of PUENTE Charter School instructors, administrators, and classified staff
- 5) Select candidates are invited back to present a lesson in a classroom on a core subject area. Candidates are observed by this same committee and recommended for hire to the Chief Executive Officer.

PUENTE Charter School selects its own staff, and the selection procedure does not discriminate on the basis of affiliations, political or religious acts or opinion, race, national origin, ancestry, gender, actual or perceived sexual orientation, marital status, disability or age or any protected class.

Additionally, PUENTE Learning Center provides an educational assistance program to all staff including paraprofessionals aspiring to become teachers. Paraprofessionals interested, participate in a LACOES's Beginning Teacher Induction Program for two years. Through this program, they obtain a preliminary teaching credential. Such candidates also have the option to continue with LACOE's Clear Credential Program for two years after obtaining a preliminary credential.

New teachers have the support from a mentor teacher. A mentor teacher is part of the elementary school's team and serves as a resource to new teachers. In addition, peer observations, demonstration lessons and additional planning time is provided to new teachers.

Meeting the Needs of All Students

English Learners

PUENTE Charter School's educational program is designed to effectively meet the diverse needs of English Learners (ELs) through a structured and supportive framework. Our school will implement its own English Learner Master Plan, which is tailored to address the specific requirements of our student population, including Newcomers, At-Risk Long-Term English Learners and LTELs.

To ensure that ELs receive the necessary support, our program includes a comprehensive process for identifying English Learners through initial assessments and ongoing evaluations. Once identified, students are provided with targeted English language acquisition programs that encompass both Designated and Integrated ELD. MTSS Trained teachers and coaches lead these programs, using a variety of instructional strategies to

ensure all ELs have meaningful access to the full curriculum

PUENTE's approach incorporates the principles of a Multi-Tiered System of Supports (MTSS), allowing us to provide varying levels of support based on individual student needs. This includes frequent progress review meetings led by the EL Coordinator, where data is analyzed to inform instruction and interventions. Teachers are also equipped with tools like the EL data tracker, which consolidates relevant information to aid in decision-making.

Furthermore, we emphasize the importance of cultural responsiveness and ongoing communication with families. By engaging parents through resources and opportunities, such as the ELAC, we foster a collaborative environment that supports student success. The school also offers professional development for staff, both before the school year begins and throughout the year, to ensure they are well-prepared to meet the needs of ELs.

Through these comprehensive strategies and our commitment to implementing our own English Learner Master Plan, the charter school is dedicated to creating an inclusive educational environment that effectively supports the academic growth and English language proficiency of all ELs.

Process for identifying English Learners

The process for identifying ELs at PUENTE Charter School begins with the completion of a Home Language Survey (HLS) by families during enrollment. If a student indicates a need for further evaluation, we conduct the Initial ELPAC assessment within 30 days of enrollment to determine their English Language Acquisition Status (ELAS). The EL Coordinator ensures that assessments are administered promptly to better understand their educational background and language needs. Parents are notified of their child's ELPAC scores each year, as well as when a student is being considered for Reclassification and again when they are officially reclassified.

Educational Program

Once identified, ELs participate in a comprehensive educational program tailored for English language acquisition. This program includes both designated and integrated English Language Development (ELD) instruction aligned with the English Language Arts/English Language Development (ELA/ELD) Framework. Designated ELD instruction is delivered daily by classroom teachers, focusing on specific language skills such as vocabulary, grammar, speaking, listening, and writing. Additionally, small-group interventions are provided to target individual areas of need in language acquisition. The EL Coordinator leads regular grade-level meetings to coach teachers on effective instructional strategies and to review student progress, utilizing data from the Initial and Summative ELPAC assessments, interim evaluations, and ELD progress monitoring charts. By embedding integrated ELD strategies within core content areas and utilizing culturally relevant teaching practices, our educational program ensures that all ELs receive the support they need to make adequate progress toward mastery of the ELD standards.

Anticipating a consistent population of English Learners, PUENTE Charter School will continue to commit the resources necessary to ensure that all EL students learn to listen, speak, read and write English. PUENTE will meet all applicable legal requirements for the English Learner population, such as annual notification to parents, student identification and placement, program options, English Language Development using the new California English Language Development (ELD) Standards and core content instruction aligned to CCSS, rigorous instruction that is designed to meet their linguistic and academic needs, teacher qualifications and training, reclassification to fluent English proficient status, monitoring and evaluating program effectiveness, and standardized testing requirements. PCS will implement policies to assure proper placement, evaluation, and communication regarding ELs and the rights of students and parents.

Our designated instructional time is in support of all literacy learners, especially our EL students. The PUENTE instructional team use modeling, graphic organizers and visuals to support students' recognition of essential information in all academic subjects. We are mindful of the stages of language acquisition and our integrated and designated instructional blocks promote the use of differentiated instruction and small groups for targeted instruction based on students' needs. In support of our English Learners' success, our academic program emphasizes: (A) the critical role of vocabulary in language development; (B) the critical role that oral language plays in the development of academic English language proficiency, including vocabulary, reading, and writing skills; and (C) the critical relationship between English language acquisition and instruction in other academic subjects.

Use of ELPAC Results to Support and Accelerate Student Progress

PUENTE Charter School effectively utilizes the results of the ELPAC to support and accelerate student progress toward English language proficiency through a systematic and data-driven approach. Initially, the results from the Initial ELPAC are used to identify students' ELAS upon enrollment. This assessment provides critical insights into the specific language skills each student possesses, allowing us to tailor our educational programs to meet their individual needs. The EL Coordinator closely monitors these results alongside ongoing assessments, including interim ELPAC evaluations and practice tests, to track progress and identify trends.

Teachers regularly review ELPAC data during grade-level meetings led by the EL Coordinator, using this information to inform intentional instructional practices and interventions. By analyzing the data, teachers can pinpoint areas where students excel and where they require additional support in reading, writing, speaking, and listening. This targeted approach enables educators to implement differentiated strategies and small-group interventions, particularly for those students who may be struggling or who are at risk of becoming Long-Term English Learners (LTELs).

Additionally, ELPAC results play a vital role in the reclassification process. Students who demonstrate sufficient proficiency according to their ELPAC scores, alongside teacher evaluations and parental input, can be considered for reclassification to RFEP status. Even after

reclassification, students are monitored for four years to ensure they continue to thrive in their academic pursuits. By leveraging ELPAC results in this comprehensive manner, PUENTE Charter School ensures that all English Learners receive the necessary support to achieve and maintain English language proficiency, thereby enhancing their overall academic success.

PUENTE provides professional development in the areas of integrated and designated ELD instruction and focuses on alignment of content curriculum and instructional practices that help move students towards successful mastery of the English Language. Professional development topics are determined using student data and teacher feedback.

Provide Proficiency Levels with Meaningful Access for EL, Including Instructional Strategies and Intervention

PUENTE Charter School is dedicated to providing ELs at all English language proficiency levels with meaningful access to the full curriculum through a comprehensive approach that incorporates both Designated and Integrated ELD strategies within the framework of Multi-Tiered System of Supports (MTSS). To achieve this, we utilize the English Language Arts/English Language Development (ELA/ELD) Framework, which guides our instructional practices and ensures that all students receive appropriate support tailored to their language proficiency.

For Designated ELD instruction, our classroom teachers implement daily lessons that focus on developing specific language skills such as vocabulary, grammar, speaking, listening, and writing. This instruction is tailored to meet the needs of students at various proficiency levels, allowing for differentiated teaching strategies. Teachers utilize visual aids, graphic organizers, and interactive activities that facilitate language acquisition while engaging students in meaningful academic content. Furthermore, small-group interventions, a key component of our MTSS approach, are provided to target individual needs, particularly for those who may require additional support in specific areas of language development.

In addition to Designated ELD instruction, Integrated ELD strategies are embedded in all core subject areas. Teachers employ instructional strategies such as cooperative learning, scaffolded learning tasks, and culturally relevant materials to ensure that ELs can access and participate in the full curriculum. This approach not only enhances language skills but also promotes content knowledge, enabling students to engage with complex concepts alongside their peers. Regular collaboration between the EL Coordinator and classroom teachers ensures that instructional practices are continuously refined based on data from assessments, including the ELPAC, which helps identify specific areas of growth and focus.

Through this dual approach of designated and integrated ELD instruction, framed within the MTSS model, PUENTE is able to create an inclusive learning environment where all English Learners can thrive academically and linguistically. By providing tiered support and interventions, we ensure that ELs have the tools necessary to succeed in their educational journey and make meaningful progress toward mastery of the curriculum.

Process for Annual Evaluation of the School's English Learner Program

The process for the annual evaluation of PUENTE's EL program is comprehensive and involves multiple layers of data analysis and collaboration among staff. Each year, we systematically review student portfolios, which contain essential documentation such as ELD progress monitoring charts, classwork samples, and results from various assessments, including the ELPAC. These portfolios provide valuable insights into individual student growth and areas needing improvement. The ELD progress monitoring charts are consistently updated to track students' language development as they progress through stages such as emerging, bridging, and transitioning. Additionally, Student Success Reports (SSRs) are utilized to further assess student performance and needs.

Frequent data review meetings are held, led by the EL Coordinator and involving classroom teachers, intervention coaches, and paraprofessionals. These meetings focus on analyzing student progress, identifying trends, and discussing instructional strategies that may need adjustment. Beginning in the fall, meaningful discussions take place during grade-level meetings with teachers to ensure they are equipped to address the needs of their ELL students. Teachers also have access to the EL data tracker, which captures all relevant data, enabling them to make informed decisions and better serve their students.

Furthermore, we conduct leadership meetings bi-monthly, similar to a COST meeting, where key personnel, including the principal, vice principal, SPED Director, and ELAC representatives, discuss the specific needs of our ELL population, particularly Newcomers. This collaborative effort ensures that all staff members are aligned in their approach to supporting English Learners and are aware of the resources available.

We also utilize the California Data Dashboard results to review the progress of neighboring schools and statewide outcomes, allowing us to better understand our EL program's effectiveness in context. By comparing our results against those of other schools, we can identify areas for growth and implement strategies to enhance student support.

Process and Specific Criteria for Reclassification

Reclassification serves the purpose of verifying that an English learner has fulfilled the specific criteria established by the district and is now capable of full participation in the school's standard instructional program alongside native English speakers. Once reclassified, these students are recognized as Reclassified Fluent English Proficient (RFEP).

English Language Learners are reclassified to Fluent-English proficient based on the following multiple criteria, in alignment with California EC Section 313 and Title 5 California code of regulations (5 CCR) section 11303. PUENTE establishes reclassification policies and procedures based on the four criteria: and the State Board of Education recommendations as well as the Reclassification Guidance Bulletin for June 20, 2022 (BUL-5619.11):

- **Criterion 1 - Evaluation of English Language Proficiency:** To satisfy the criterion for assessing English language proficiency, an English learner (EL) is required to attain an Overall ELPAC Performance Level 4.
- **Criterion 2: English Language Proficiency Grades TK-5:** To meet the grade-level basic skills criterion for reclassification, ELs in grades TK-5 use the NWEA Map Assessment tool for BOY, MOY, and EOY Benchmark assessments. ELs in grades TK-5 must meet or exceed in the NWEA ELA basic skills from the current school year. ELs in grades 3-5 also meet this criterion by achieving a performance level of Standard Met or Standard Exceeded in the CAASPP Language Arts Score in SBA ELA (must be within the last 12 months).
- **Criterion 3 - Teacher assessments for students in grades K-5:** English learners (ELs) should obtain a combined score of 3 or 4 on their progress report for the English Language Arts (ELA) subject.
- **Criterion 4- Parent Consultation:** Parents are required to engage in the reclassification process by discussing a student's readiness for reclassification with school staff and expressing their opinions before the student's reclassification. This affords parents the opportunity to comprehend the student's progress and current data, as well as to voice any concerns and inquiries about their child's potential reclassification. Such parental consultation is a required step in finalizing the reclassification process. PUENTE reaches out to parents through direct phone calls, one-on-one in person conferences, and alternative methods (e.g., virtual platforms using Zoom or messaging via Parent Square). Following consultations with parents, a record of the date of the consultation as well as the parent's opinion deciding upon the student's designation is documented on the "Parent/Guardian Notification: Reclassification Recommendation form". Parents will be provided with opportunities to confer with teachers and school staff regarding their child's progress towards reclassification. Materials such as flyers, agendas, sign-in sheets, consultation logs, and handouts will be retained for a minimum of 5 years. In cases where the school is unable to contact the parent, the school must document their diligent efforts, including a minimum of 3 attempts, to engage the parent in the "Parent/Guardian Notification: Reclassification Recommendation" conference.

When engaging with parents concerning reclassification, PUENTE will address the following topics during the consultation:

1. Present data illustrating the student's eligibility for reclassification.
2. Notify the parent or guardian that the child has fulfilled the reclassification requirements and is prepared for reclassification.
3. Explain the support systems in place to ensure the student's success in challenging, grade-level coursework post-reclassification and beyond.
4. Describe how the school will monitor the student's progress and take necessary steps to meet their academic needs.

5. Share information about how the school's standard educational program will enhance the student's academic achievements.
6. Inform the parent that they will receive a Notification of Reclassification for their signature, which should be returned to the school.

Process for Monitoring Progress of ELs and Reclassified to Fluent English Proficient (RFEP) students

The process for monitoring the progress of English Learners and RFEP students is systematic and data-driven, ensuring that all students receive the necessary support to thrive academically. For ELs, ongoing monitoring begins with the use of ELD Progress Monitoring Charts, which are consistently updated to track students' language development through stages such as emerging, bridging, and transitioning. Teachers have these monitoring charts in their classroom Student Portfolio Box. Additionally, teachers regularly review SSR's to assess individual performance and identify areas where the student may need additional support.

The EL Coordinator conducts frequent progress review meetings beginning in the fall that include grade-level teachers, where they analyze student data together. Teachers are introduced to the EL tracker, which is saved on the school's internal Google Drive and consolidates relevant information about their students' testing scores and benchmarks. This tool enables teachers to make informed decisions to effectively support their students. In addition to these meetings, the EL Coordinator works with small groups to provide targeted instruction that complements both Integrated and Designated ELD, focusing on specific areas where students may need additional support.

After a student is reclassified as RFEP, we monitor their progress for four years to ensure they maintain both language proficiency and academic performance. This process involves regular assessments, teacher feedback, and ongoing communication with parents. Parents are also encouraged to continue participating in ELAC meetings. Additionally, teachers maintain the student's portfolio, which is passed on to the next teacher to support continuity in their learning.

PUENTE also utilizes tools such as the California Data Dashboard to compare the progress of RFEP students with that of other students at our school and in neighboring districts, allowing us to evaluate the effectiveness of our support strategies.

By employing a comprehensive and collaborative approach to monitoring, PUENTE ensures that both ELs and RFEP students receive the necessary resources and guidance to succeed in their educational journey. This ongoing process enables us to identify any potential challenges early on and implement targeted interventions to support students' continued growth.

Process for Monitoring Progress and Effectiveness of Supports for Long Term English Learners (LTELs) and for Students “At-Risk” of Becoming LTELs

The process for monitoring the progress and effectiveness of support for Long Term English Learners (LTELs) and students "At-Risk" of becoming LTELs is multifaceted, data-informed, and integrated into our Multi-Tiered System of Supports (MTSS). We begin by utilizing ELD progress monitoring charts to regularly track the language development of these students, providing insights into their progress across key areas, including listening, speaking, reading, and writing.

Teachers use SSRs, Student Portfolios, Progress Monitoring Charts and the EL Data Tracker, which consolidates vital information regarding student performance testing scores, benchmark tests and anecdotal notes. This comprehensive data allows educators to make informed decisions about the supports necessary for each student.

Frequent progress review meetings with the teachers, led by the EL Coordinator, involve discussions with classroom teachers, notes from the intervention coach and paraprofessionals. During these meetings, staff collaboratively analyze data to identify LTELs and those at risk of becoming LTELs, enabling timely interventions tailored to their specific needs. In alignment with MTSS, interventions are structured to provide varying levels of support based on student need.

Additionally, the EL Coordinator provides targeted small-group instruction, focusing on areas where students need additional support. In our bi-monthly internal “Leadership Meetings”, we address the ongoing needs of English Learners, with a special focus on At-Risk LTELs and LTELs. These meetings ensure that all staff stay informed about the challenges these students face and the resources available to support them. Through this collaborative approach, our school closely monitors the progress of LTELs and at-risk students, helping them succeed academically and improve their English language proficiency.

Gifted & Talented (GATE) Students and Students Achieving Above Grade Level

PUENTE identifies Gifted and Talented Education (GATE) students and students achieving above grade level through a comprehensive evaluation process that includes academic records, standardized assessments, such as the Smarter Balanced Assessment Consortium, teacher recommendations, and the OLSAT-8 Assessment. Families of prospective GATE students are invited to attend an information session to gain insights into eligibility criteria before the OLSAT-8 is administered. Based on assessment results, students may qualify through one of four designated pathways, as shown below.

Pathway Type	OLSAT	Low-Income Criteria	Additional Academic Factors
Pathway 1	☐ 95th-99th	☐ 90th-99th	Plus <u>two</u> indicators needed: ☐ Reading Level at grade level or above ☐ Lexile and/or Quantile above average or far above average ☐ SBAC scores are at <i>least Met</i> in both ELA and Math* ☐ Exceptional work and study habits ☐ TABS - Score of 4 or 5 in 5 areas
Pathway 2	☐ 90st-94th	☐ 85th-89th	Plus <u>two</u> indicators needed: ☐ Reading Level at grade level or above ☐ Lexile and/or Quantile above average or far above average ☐ SBAC scores are at <i>least Met</i> in both ELA and Math* ☐ Exceptional work and study habits ☐ TABS - Score of 4 or 5 in 5 areas
Pathway 3	☐ 85th-89th	☐ 80th-84th	Plus <u>three</u> indicators needed: ☐ Reading Level at grade level or above ☐ Lexile and/or Quantile above average or far above average ☐ SBAC scores are <i>Exceeded</i> in both ELA and Math* ☐ Exceptional work and study habits ☐ TABS - Score of 4 or 5 in 5 areas
Pathway 4	☐ 80th-84th	☐ 75th-79th	Plus <u>all</u> indicators needed: ☐ Reading Level at grade level or above ☐ Lexile and/or Quantile above average or far above average ☐ SBAC scores are at <i>Exceeded</i> in both ELA and Math* ☐ Exceptional work and study habits ☐ TABS - Score of 4 or 5 in 5 areas
Trial Placement	☐ The student has met all academic factors, but OLSAT percentile rank falls one percentile range under the benchmark (70th-74th). Note– these students are placed after fully qualified GATE students.		

TABS: Frasier's Traits, Attributes and Behaviors - Teacher Use Only

Please indicate the extent to which the student exhibits the following traits, attributes and behaviors.

1- Never 2 - Rarely 3 - Sometimes 4 - Often 5 - Frequently

INTERESTS Intense interests, sometimes unusual GENERAL DESCRIPTION Activities, avocations, objects, etc., that have special worth or significance are given special attention HOW IT MAY LOOK Unusual or advanced interests in a topic or activity; self-starter; pursues and activity unceasingly; beyond the group	MOTIVATION Evidence of desire to learn GENERAL DESCRIPTION Forces that initiate, direct and sustain individual or group behavior in order to satisfy a need or attain a goal HOW IT MAY LOOK Persistent in pursuing/completing self-elected tasks (may be culturally influenced evident in school or non-school activities); enthusiastic learner; has aspirations to be somebody, do something	INQUIRY Questions, experiments, explores GENERAL DESCRIPTION Method of process of seeking knowledge, understanding or information HOW IT MAY LOOK Asks unusual questions for age; plays around with ideas; extensive exploratory behaviors directed toward eliciting information about materials, devices, or situations	INSIGHT Quickly grasps new concepts and makes connections; senses deeper meanings GENERAL DESCRIPTION Sudden discovery of the correct solution following incorrect attempts based primarily on trial and error HOW IT MAY LOOK Exceptional ability to draw inferences; appears to be a good guesser; is keenly observant; heightened capacity for seeing unusual and diverse relationships; integration of ideas and disciplines	HUMOR Conveys and picks up on humor well GENERAL DESCRIPTION Ability to synthesize key ideas or problems in complex situations in a humorous way; exceptional sense of timing in words and gestures HOW IT MAY LOOK Keen sense of humor that may be gentle or hostile; large accumulation of information about emotions; capacity for seeing unusual relationships; unusual emotional depth; openness to experience; sensory awareness
1 2 3 4 5	1 2 3 4 5	1 2 3 4 5	1 2 3 4 5	1 2 3 4 5
COMMUNICATION SKILLS Highly expressive with words, numbers, and symbols GENERAL DESCRIPTION Transmission and reception of signals or meanings through a system of symbols, codes, gestures, language and numbers HOW IT MAY LOOK Unusual ability to communicate (verbally, nonverbally, physically, artistically, symbolically); uses particularly apt examples, illustrations or elaborations	MEMORY Large storehouse of information GENERAL DESCRIPTION Large storehouse of information (on school or non-school topics) HOW IT MAY LOOK Already knows; 1-2 repetitions for master; has a wealth of information about school or non-school topics; pays attention to details; manipulates information	REASONING Logical approaches to figuring out solutions GENERAL DESCRIPTION Highly conscious, directed, controlled, active, intentional, forward-looking and goal-oriented thought HOW IT MAY LOOK Ability to make generalizations and use metaphors and analogies; can think things through in a logical manner; ability to think things through and come up with a plausible answer	PROBLEM SOLVING ABILITY Effective/inventive strategies for recognizing and solving problems GENERAL DESCRIPTION Process of determining a correct sequence of alternatives leading to a desired goal or to a successful completion or performance of a task HOW IT MAY LOOK Unusual ability to devise or adopt a systematic strategy for solving problems and to change the strategy if it's not working; creates new designs; inventor	IMAGINATIVE CREATIVITY Produces many ideas; highly original GENERAL DESCRIPTION Process of forming mental images of objects, qualities, situations, or relationships, which aren't immediately apparent to the sense; problem solving through non-traditional patterns of thinking HOW IT MAY LOOK Shows exceptional ingenuity in using everyday material; is keenly observant; has wild, seemingly silly ideas; highly curious
1 2 3 4 5	1 2 3 4 5	1 2 3 4 5	1 2 3 4 5	1 2 3 4 5

To support the unique abilities and interests of GATE students and students achieving above grade level, the school provides an environment conducive to their growth and development. In the classroom, the general education teacher provides differentiated instruction strategies, including tiered assignments and flexible grouping, are implemented to encourage collaboration among peers and facilitate deeper discussions and problem-solving. Enrichment opportunities are also available which include participation in the GATE club, facilitated by the GATE designee (Intervention Coach). This club focuses on an 8-week project, which fosters creativity, critical thinking, and the exploration of real-world issues. Student progress is captured and monitored on

Panorama Education by the Intervention Coach.

Students Achieving Below Grade Level

PUENTE Charter School implements a Multi-Tiered System of Support (MTSS) designed to address the diverse needs of all students while fostering continuous improvement across the educational system. This approach of structure and support ensures that all students are successful across all academic areas.

The tier of support for each student is identifying by the general education teacher, intervention coach and principal by reviewing data from NWEA MAP, unit assessments, reading running records, and spelling inventories. Student's progress is closely monitored at each stage of intervention during grade level data review meetings, every 6-8 weeks, to determine the need for further instruction and/or intervention in general education.

Once the tier of support is identified for each student, the intervention plans are developed for each student, captured and monitored on Panorama Education. The intervention plan is then assigned to the general education teacher, paraprofessional, or intervention coach.

TIER 1 • Whole Class & Small Group Instruction • All Students (80-100%) • Universal 	TIER 2 • Small Group Instruction • Students w/ some risk factors (10-15%) • Targeted 	TIER 3 • Individual Instruction • Students w/ high risk factors (5-1%) • Intensive 
High-quality general & differentiated instruction, plus positive school wide support strategies, occurs for all students. ■ Universal screening of literacy and math at all grade levels and occurs at least three times a year (i.e. MAP) ■ Instruction to meet grade-level standards utilizes differentiation and high-leverage strategies ■ Students who are at-risk for a learning gap experience re-teaching of essential standards, skills, and strategies ■ Students on grade-level receive enrichment support to maintain/exceed grade-level expectations ■ Scaffolding of content, processes, and products occurs based on students' needs.	High-quality differentiated instruction (in addition to T1 supports), occurs for some students. ■ Students not on grade-level based on universal screener (i.e. MAP); a learning gap exists ■ Supplemental instruction that enhances but does not replace the core curriculum ■ Directly targets a specific learning need in order to decrease a learning gap ■ Occurs with 5-8 students at least 2-5 times per week during intervention periods (often 15-20 min blocks) ■ Specific and formalized: Lasts 6-8 weeks, and progress is reviewed at set intervals ■ Progress monitoring assesses academic performance to evaluate the effectiveness of the intervention	High-quality differentiated instruction (in addition to T1 & T2 supports), occurs for few students. ■ Students not on grade-level based on universal screener (i.e. MAP); a learning gap exists ■ Directly targets a specific learning need in order to decrease a learning gap ■ Focuses on academic-level mastery with acceleration into grade-level mastery ■ Occurs with 1-4 students at least 2-5 times per week during individual instruction period (often 30-45 min blocks) ■ Specific and formalized: Lasts 6-8 weeks, and progress is reviewed at set intervals ■ Progress monitoring assesses academic performance to evaluate the effectiveness of the intervention (i.e. gradual improvement or progress toward Tier 2)

During Grade Level Data Review meetings, the team may refer a student for an SST if Tier 3 intervention supports in the classroom are not sufficient for students. At this time the teacher is to complete a Student Success Team (SST) referral form, detailing the student's strengths and concerns in observable and measurable terms, as well as interventions previously attempted in the classroom. SST referrals are reviewed by the Intervention Coach, who coordinates a meeting that includes the teacher, administrator, interventionist, family member, and, when appropriate, the student. During this meeting, the team collaboratively identifies student needs, establishes goals, and determines appropriate strategies and resources.

The interventionist then creates a tailored intervention plan, implemented over a 6- to 8-week period. The interventionist is responsible for consistently delivering these services and conducting ongoing progress monitoring. If adequate progress is demonstrated, the student may be exited from intervention. If progress is sufficient, interventions will continue as planned. In cases of minimal progress, adjustments to interventions will be made. If insufficient progress persists, the student may be recommended for further assessment, as appropriate.

Socioeconomically Disadvantaged (SED)/Low-Income Students

PUENTE's instructional services offer intentional supports to the needs of our socio-economically disadvantaged students and their families, which comprises a significant percentage of our school population, as identified through the Free and Reduced Lunch Program survey and the ongoing CALPADS Direct Certification, identifying our families who are receiving governmental assistance. We provide an instructional design with programmatic and curricular elements that promotes strong academic achievement and supports for any gaps. Specifically, our focus on intensive literacy instruction ensures our students receive a myriad of supports through our comprehensive approaches including targeted assistance with one-to-one support from our paraprofessionals, ability groupings, and workstation anchor activities.

Availability to the services of our School Counselor and to Care Solace, our collaborative mental health care coordination service, promotes addressing the well-being needs of our students and families.

Our aesthetically beautiful PUENTE school facility is welcoming and safe, and includes stimulating and interactive classroom resources, including a computer for every student and a dedicated outdoor playground to promote every child having access to quality resources for personal and academic success, regardless of conditions in the home environment due to income status. Technology (laptop or tablet) is available to families for home use as well as internet connectivity.

PUENTE is a recognized School Food Authority by the California Department of Education and offers daily breakfast, lunch and snack to our socioeconomically disadvantaged students in an intentional effort to support learning with available healthy school meals. Through a collaborative partnership, a food distribution is available on-site to families twice a month.

Our one free uniform to each family is an extension of support to ensure our students and families feel connected to the school culture and we start building the inclusive and welcoming environment. Additional uniforms are available throughout the year to students in need.

Additional partnerships including Reading is Fundamental places new books directly in the hands of our families throughout the school year to promote building of a home library and creating a literacy-rich environment for our young learners. The inclusion of music, art and performance in our educational program sparks the creative imagination of our students and introduces them to the world of the arts for exploration and appreciation.

Progress of our socio-economically disadvantaged students is tracked on Panorama Education and monitored by the PUENTE Charter administrative team, led by the Principal, and also by the instructors, providing an education technology system with a 360-degree data analysis of student performance.

Students with Disabilities (SWD)

NOTE: The District Required Language contains all provisions necessary to address matters related to students with disabilities and special education.

Students in Other Student Groups, Including Foster Youth and Students Experiencing Homelessness

The PUENTE enrollment process serves as our way to collect data on other student groups including, but not limited to, foster youth and students experiencing homelessness. The yearly enrollment packet includes a Student Housing Questionnaire where families identify their living situation. In addition, the school identifies Foster Youth through CALPADS to verify student demographic and enrollment data.

Our Coordination of Services Team (COST) are available to assist in providing various learning supports and resources for students and families. The COST team identifies and addresses student needs holistically and ensures that the overall system of supports works together effectively. The team 1) Identify students who need additional supports through a school-wide referral system 2) Assess referred students, and explore strengths and supports needed 3) Coordinate efforts to link referred students to appropriate supports by tracking progress and tailoring interventions over time 4) Assess learning supports and needs school-wide, make recommendations about resource allocation to the administration, and recruit new resources.

After COST assigns a student case to a provider or group of providers, tracking takes place on the student data platform Panorama Education. The team tracks which of the staff have been assigned to follow-up, when and how they have connected with the student, and what supports have been provided. Ongoing monitoring, which includes school assessments, provider tools and strategies used, is captured on Panorama Education.

Sharing Promising Practices

As a community school, PUENTE has the opportunity to collaborate with area schools. Through the community school collaborative, PUENTE participates in school observations for best practices and operations. In addition, PUENTE collaborates with middle schools in the area to support families in finding a middle school after 5th grade that fits their needs. Through this collaborative, professional learning is also brought to our school. PUENTE also plans to present at The California Department of Education's Community Schools Summit. Our Principal has also presented at the Los Angeles Unified School District's Charter Schools Committee meeting on school culture and performance.

As an MTSS certified school, PUENTE will participate and present at the California MTSS Professional Learning Institute. The implementation of Multi-Tier Systems of Support (MTSS) for behavior, academics, social emotional learning and mental health have led the school to high achievement results.

Lastly, PUENTE leadership will continue to participate in conversations and presentations

with the California Charter Schools Association (CCSA). PUENTE was featured in an article by CCSA for the stellar work and outcomes of English Language Learners. School leadership has also been recognized as an *Inspiring Changemaker* for the commitment to leadership and diversity in education.

A Typical Day

PUENTE Charter School opens its doors at 7 am Monday through Friday and offers breakfast to all students. At 7:45 am, students are greeted by their teachers and peers. The instructional day begins with soft start centers where students have an opportunity to settle in before getting to work. They choose from a handful of calm activities that match the different personalities all while socializing with peers. This brings a sense of community into the classroom. Social emotional learning is part of the morning meeting in every classroom. Community circles, stating affirmations are a couple of strategies that take place during this time.

The instructional practices are aligned in all Tk-5th grade classes. During the morning block, before the lunch break, the students participate in a variety of workshops. Writing, reading and math workshop take place for about 40 – 60 minutes daily, depending on the grade level. Younger students have shorter workshops as it aligns to their stamina and attention span. During the morning block, students also participate in Physical Education once a week for 50 minutes.

For lunch, students gather in the cafeteria and enjoy a warm meal. During this time, students have an opportunity to socialize with students from other classes. At the same time, the social emotional interactive wall is available for any who chose to participate on the monthly activities available.

After lunch, the students participate in an explicit social emotional learning lesson for about 20 minutes. Shortly after, Designated English Language Development instruction takes place for 60 minutes daily, TK – 5th grade. Small group instruction also takes place in the afternoon. The configuration of a teacher and a paraprofessional in all classrooms allows for several rotations a day with teacher led centers. These centers have a focus on science, math, reading and typing skills. Lastly, project-based learning is a staple at our school. Science and social studies are embedded in the variety of workshops, and hands-on activities in science and social studies topics take place in the afternoons.

At the end of the day, students review the learning objectives of the day and make connections to the homework assignments that are given. Their homework is intended to be a review of the day rather than new concepts. Dismissal begins at 2:30 pm with staggered times to allow for a smooth movement to the afterschool program or to the organized carline. Students are accompanied to the car by a caring adult.

ELEMENT 2: Measurable Pupil Outcomes and

ELEMENT 3: Method by which Pupil Progress Toward Outcomes will be Measured

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

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

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

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

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

STANDARDIZED TESTING

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

Measurable Goals of the Educational Program

PUEENTE Charter School’s annual goals for all pupils (i.e., schoolwide) and for each pupil student group identified pursuant to Ed. Code § 52052, for each of the eight (8) state priorities identified in Ed. Code § 52060(d), and pursuant to Ed. Code § 47605(c)(5)(A)(ii), and specific annual

actions to achieve those goals are in the completed “LCFF State Priorities” Table provided in Element 1 of this petition which meets the above requirements.

Measurable Pupil Outcomes: Summative Assessment Performance Targets

See Element 1, “LCFF State Priorities” Chart that identifies and describes specific performance targets (pupil outcomes), for all pupils (i.e., all students) and for each significant pupil group identified pursuant to Ed. Code § 52052, that aligns with the eight (8) state priorities identified in Ed. Code § 52060(d). The LCFF State Priorities Chart in Element 1, incorporates all of the specific metrics set forth in Education Code section 52060(d) that are applicable to the grade levels served by the school. Therefore, the completed LCFF State Priorities” Chart provided in Element 1 meets this requirement and can be incorporated herein by reference.

Other Performance Targets

See “LCFF State Priorities” chart in Element 1.

Method for Measuring Pupil Progress Toward Outcomes: Formative Assessment

The following chart provides an overview of the types of local and state-mandated assessments currently administered by subject area and frequency. These types of assessments are used to develop annual measurable outcomes, develop baseline and annual student growth targets, monitor student academic progress, identify student areas of strength and growth, inform instruction, drive curricular modifications, measure program efficacy, and are incorporated in our MTSS Program. The Principal, teachers and staff are held accountable by the Charter School’s governing board, to ensure all students are meeting annual growth targets and school-wide measurable outcomes.

As outlined in the following assessment chart, students are assessed using various types of modalities. Teachers administer formative assessments in the form of entrance/exit slips, and quizzes; and summative assessments through end of unit assessments, in addition to reading and writing assessments, including Interim Comprehensive Assessments (ICA).

ASSESSMENT	GRADE(S) ADMINISTERED	DESCRIPTION	FREQUENCY
ENGLISH LANGUAGE ARTS			
NWEA MAP READING	TK-5	Local Assessment	3 times/year
Fountas & Pinell Running Records	TK-5	Local Assessment	Varies: 6-8 weeks
Sound/Letter & Number Recognition	TK/K	Local Assessment	Varies
Reading & Writing Unit Assessments	K-5	Local Assessment	Varies
Interim Comprehensive Assessment (ICA)	3-5	Local Assessment	2 times/year
CAASPP/SBAC ELA Assessment	3-5	State-mandated	Annual
Summative Assessments	K-5	Local Assessment	Varies
ENGLISH LANGUAGE DEVELOPMENT			
ELPAC	K-8	State-mandated	Annual
MATHEMATICS			
NWEA MAP READING	TK-5	Local Assessment	3 times/year
Math Unit Assessments (Summative)	K-5	Local Assessment	Varies
CAASPP/SBAC Math Assessment	3-5	State-mandated	Annual
SOCIAL STUDIES			
Unit Assessment (Summative)	K-5	Local Assessment	Varies
SCIENCE			
Unit Assessment (Summative)	K-5	Local Assessment	Varies
CA Science Test (CAST)	5	State-mandated	Annual
PHYSICAL EDUCATION			
Physical Fitness Test (PFT)	5	State-mandated	Annual

Data Analysis and Reporting

PUEENTE collects and analyzes various types of data including local formative and summative assessments, combined with state mandated assessments including the following:

- Academic performance data: Standardized test scores, formative and summative assessments, and progress monitoring results
- Attendance and enrollment data
- Demographic information
- Behavioral data
- Student, staff, parent survey
- Special education and intervention data
- Teacher performance and professional development data

Data-Driven Curriculum and Instruction

Data will play a crucial role in informing our curriculum, instruction, and multi-tiered system of support

- Regular analysis of academic performance data will guide curriculum adjustments and pacing
- Formative assessment results will inform daily and weekly instructional decisions
- Data will be used to identify students for tiered interventions and enrichment programs
- Teacher performance data will inform professional development needs, and instructional coaching

Continuous Improvement Through Data

Our school will use data to monitor and improve our educational program and operations:

- Staff will engage in regular data analysis meetings to discuss student progress and adjust strategies.
- School leadership will review comprehensive data reports monthly to identify trends and areas for improvement.
- Executive leadership will use data to evaluate program effectiveness that will drive allocation of resources.
- The governing board will receive quarterly data reports to inform policy decisions and ensure accountability.

Communication with Educational Partners

We will use data to inform all educational partners of school performance:

- Parents will receive regular progress reports and have access to a parent portal for real-time academic updates,
- The school will publish an annual report card highlighting key performance indicators.
- Community partners will be provided with relevant data to support collaborative efforts.
- The school will engage educational partners in the development of the annual Local Control and Accountability Plan (LCAP).

By implementing this comprehensive data management plan, our charter school will foster a culture of continuous improvement, ensure data-driven decision-making at all levels, and maintain transparency with our educational partners.

PUENTE has implemented a comprehensive process for analyzing and reporting student data to ensure timely, accurate, and actionable insights. This process will involve the following steps and is annually embedded in the school's LCAP.

1. Data Collection

- Ensure regular and systematic collection of various data types (academic, behavioral, attendance, etc.)
- Train staff on proper data entry procedures to maintain data integrity

2. Analysis

- Conduct regular data analysis cycles (weekly, monthly, quarterly, and annually) to track progress over time

3. Interpretation

- Hold regular data meetings to interpret analysis results and derive meaningful insights
- Contextualize data within the broader educational landscape and school-specific factors

4. Action Planning

- Develop action plans based on data insights, addressing areas of improvement
- Align resource allocation with data-driven priorities

5. Reporting

- Generate various types of reports tailored to the audience (educational partners):
 - o Individual student reports for parents/guardians
 - o Classroom-level/grade-level reports for teachers
 - o School-wide reports for leadership and the governing board
 - o Public reports for community partners
- Utilize data visualization tools to present information in clear, accessible formats (e.g., dashboards, charts, infographics)

6. Dissemination

- Establish a regular reporting schedule (e.g., weekly progress reports, monthly newsletters, quarterly board reports)
- Utilize multiple channels for data dissemination:
 - o Utilize Infinite Campus Parent Portal (or equivalent) for families to access student academic progress, and communicate with teachers.
 - o In-person meetings (e.g., parent-teacher conferences) for in-depth discussions
 - o Communicate with families using ParentSquare
 - o School's website: LCAP & SARC

7. Feedback and Iteration

- Continuously refine the data analysis and reporting process based on feedback and emerging best practices
- Provide ongoing professional development for staff to enhance data literacy and implementation.

By implementing this detailed process for data analysis and reporting, our charter school will ensure that student data is effectively leveraged to drive continuous improvement, inform decision-making at all levels, and maintain transparent communication with all stakeholders.

Grading, Progress Reporting, and Promotion/Retention

GRADING POLICY

PUENTE Charter School's grading system and report cards allow PUENTE to assess and record student progress toward achieving mastery of the Common Core State Standards. Report cards will reflect progress at each grade level toward meeting critical thinking skills and core academic content areas. Report cards will record a student's competency with respect to grade-level CCSS for ELA and mathematics, science, history and social science and physical education as adopted by the State Board of Education pursuant to Education Code Section 60605.

Student Performance Levels for Standards Achievement					
Score	4 - Advanced	3 - Proficient	2- Basic	1 – Below Basic	N/A – Not Assessed
Explanation of scores	Exceeds grade level expectations. Demonstrates mastery of the content standards. Student demonstrates strong independence	Meets the grade level expectations; Demonstrates proficiency with the content standards. Requires minimal support	Approaching grade-level expectations; requires moderate support	Minimal progress toward the standards. Does not demonstrate a basic level of mastery with the content standards. Student requires significant support	Standards were not addressed in the reporting period

Student Performance Levels for Learning Expectations					
Score	C - Commendable	S - Satisfactory	P- Progressing	N- Needs Improvement	N/A – Not Applicable
Explanation of scores	Exceeds the grade level expectations	Meets the grade level expectations	Approaching grade-level expectations	Does not meet grade level expectations	Standards were not addressed in the reporting period

TYPE & FREQUENCY OF PROGRESS REPORTING

PUENTE hosts two mandatory Parent-Teacher-Student Conferences annually. Report Cards reflect student progress at each grade level toward meeting critical thinking, and mastery of state academic core content standards. Teachers provide the parent/guardian with strategies they can implement at home to support their child academically.

PUENTE issues academic report cards three times per year, with the aforementioned parent-teacher conferences twice per year, during the months of November and March. All assessments that are administered are standards-aligned and writing assignments are graded using a rubric. Our school has implemented standards-based report cards, which are converted to academic grades. All standards-based academic grades, report cards and transcripts are uploaded to the school's Student Information System, Infinite Campus, and filed in each student's cumulative record. Progress is tracked through interim and local assessments; and teachers are responsible for communicating students' progress to families.

PUENTE has incorporated student-led conferences for our upper elementary grades. Students are empowered to take ownership of the learning journey by presenting their work and progress to their parents or guardians. The conferences provide our students an excellent opportunity to develop critical communication skills as they articulate their thoughts, share their achievements, and discuss their challenges. The students set goals for themselves based on the current performance and we have seen a greater investment from the students as they develop a growth mindset to realize their goals. We have also see the investment from parents increase, as the conversation between the student, parent and teacher promotes a collaborative approach to student learning and a stronger home-to-school connection. Our year-over-year SBAC data increases validate our practice of promoting student-led conferences.

PROMOTION/RETENTION POLICY & PROCEDURES

If a student is severely below grade level in English language arts and mathematics, the student may be considered for a retention at the same grade level. Our Multi-Tiered System of Supports (MTSS) framework, including targeted and intensive interventions, serves to identify our struggling students and provide real-time support. If retention were to be a recommendation, parents are informed during the second and third reporting periods that

their child is being considered for retention, and a Student Success Team (SST) meeting is scheduled with subsequent scheduled meetings with the parents. Our IEP students will have special provisions, as recommended, and evaluated on a case-by-case basis. Parents meet with the classroom teacher and Principal to review the final decision.

ELEMENT 4: Governance

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

General Provisions

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

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

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

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

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

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

Legal and Policy Compliance

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

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

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

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

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

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

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

Title IX, Section 504, and Uniform Complaint Procedures

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

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

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

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

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

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

Responding to Inquiries

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

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

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

Notification of the District

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

Student Records

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

Parent Engagement

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

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

Federal Program Compliance

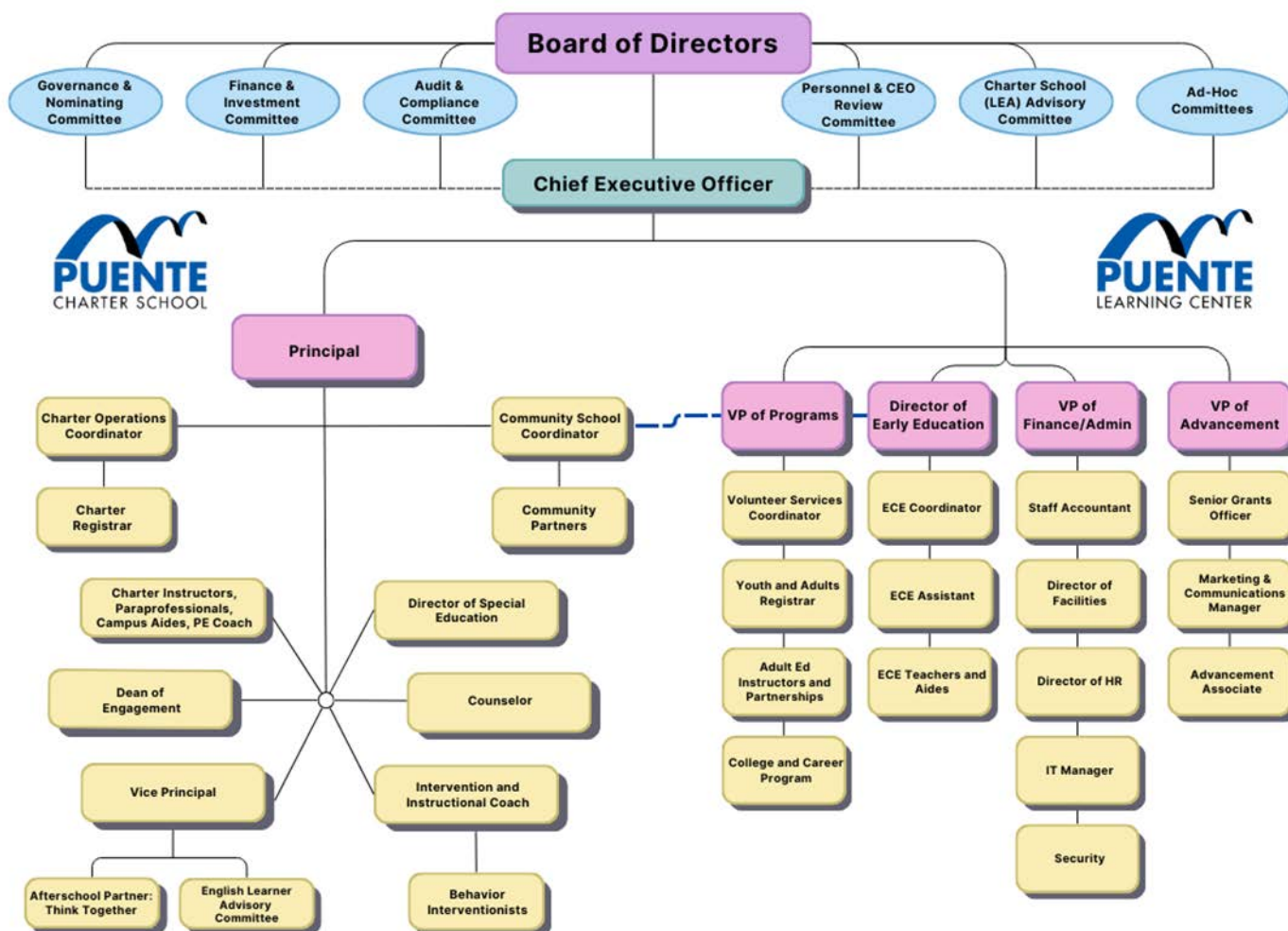
As a recipient of federal funds, Charter School has agreed to meet all applicable programmatic, fiscal and other regulatory requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) and other applicable federal programs. Charter School understands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

and reporting purposes. Charter School agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of ESEA and other applicable federal programs. Charter School also acknowledges that, as part of its oversight of Charter School, the District may conduct program review for federal as well as state compliance.

Governance Structure

PUENTE Charter School is a direct-funded, independent charter school operated by PUENTE Learning Center, a California Non-Profit Public Benefit Corporation with a 501(c)(3) tax exempt designation from the IRS. The Charter School operates autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and the Charter School. Pursuant to California 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.

The PUENTE Learning Center (PLC) Board of Directors governs the PUENTE Charter School, in accordance with this charter petition and its adopted corporate bylaws that shall be consistent with the terms of this charter.



Roles and Responsibilities

The responsibilities of the Board with regard to PUENTE Charter School are to:

- Hire, supervise, evaluate, discipline, and dismiss the Chief Executive Officer;
- Approve contractual agreements over \$500,000;
- Approve and monitor the implementation of general policies of the Charter School. This includes human resource policies;
- Approve and monitor the Charter School's annual budget and budget revisions;
- Act as the fiscal agent. This includes, but is not limited to, the receipt of funds for the operation of the Charter School in accordance with applicable laws and the receipt of grants and donations consistent with the mission of the Charter School (e.g., regular receipt of finance reports at Board meetings; review of interim reports, unaudited actuals and final audit; review and approval of initial and final annual budget, and any budget revisions);

- Contract with an external independent auditor to produce an annual financial audit according to generally accepted accounting practices;
- Establish operational committees as needed;
- Regularly measure progress of both student and staff performance;
- Involve parents and the community in school related programs;
- Execute all applicable responsibilities provided for in the California Corporations Code;
- Engage in ongoing strategic planning;
- Approve the school calendar and schedule of Board meetings;
- Participate in the dispute resolution procedure and complaint procedures when necessary;
- Approve charter amendments as necessary and submit requests for material revisions;
- Approve annual independent fiscal audit and performance report; and

Functions and Roles of the Board Committees

The committees of the PLC Board enable discussions within smaller groups of people with specific content expertise, enabling committees to make intentional recommendations to be presented to the full Board for review and approval at regular Board meetings.

- The Finance & Investment Committee, provides oversight of the finances, ensures accurate and comprehensive financial reporting to the Board, and raises strategic financial issues for Board discussion. The Committee reviews monthly financial statements, and annually reviews the agency budget and recommends approval by the full Board. The Committee provides financial expertise and guidance as needed by PUENTE throughout the year and recommends the selection of the auditor. The PUENTE Board will endeavor to appoint committee members with diverse backgrounds and experience in areas such as finance, industry, and leadership to obtain a balanced perspective as a whole.
- The Charter School Advisory Committee reviews admissions procedures; parental involvement; curriculum and instruction; student assessment; and any other operations of the Charter School, including student outcomes annually centered around the assessment tools of NWEA MAP; CAASPP and ELPAC. The Committee reviews the continuous implementation of a differentiated instructional program for English Learners, Title I and GATE students. The Committee also consults with the CEO and Principal to develop the LCAP and Annual Update in order to recommend approval to the governing board, and provides educational and management expertise and guidance as needed by PUENTE throughout the year. The PUENTE Charter School Advisory Committee provides feedback and guidance to the PUENTE Learning Center Board of Directors and will not have any direct responsibility for establishing or approving operating procedures or policies. The PUENTE Charter School Advisory Committee meets quarterly and will be comprised of the following: *parents/guardians of currently attending students; Principal of the PUENTE Charter School; Chief Executive Officer of*

PUENTE; A community member; and one instructional team member (rotation participation by instructional team members every year).

- The Audit & Compliance Committee may include persons who are not members of the Board, but may not include any staff of the organization, including the CEO. In addition, any person with expenditure authorization or recording responsibilities within the organization may not serve on the committee. The committee reviews and proposes approval of the yearly financial audit; 990 form and financial statements and recommends to the Board the retention, termination, or selection of external audit firms.

The PUENTE Board of Directors will appoint an Audit & Compliance Committee by July 1 of each fiscal year. The PUENTE Board will endeavor to ensure the inclusion of at least one audit committee member with financial expertise, one who is knowledgeable in Generally Accepted Accounting Principles ("G.A.A.P."), financial statements, can assess internal controls and procedures for financial report so there is complete understanding when communicating between the audit committee, PUENTE management, and the external auditors. In addition, the Puente Board will endeavor to appoint committee members with diverse backgrounds and experience in areas such as finance, industry, or leadership to obtain a balanced perspective as a whole.

- Governance & Nominating Committee assists the Board in assessing the Board membership needs; identifying and recommending individuals qualified to become members of the Board; proposing nominations of officers including, but not limited to, the Chairperson, Vice Chairperson, Treasurer, and Secretary. The committee also ensures the bylaws are updated. The PUENTE Board will endeavor to appoint committee members with diverse backgrounds and experience in such areas as industry and leadership to obtain a balanced perspective as a whole.
- An Ad Hoc Committee may be formed as a temporary group to address a specific issue or project that falls outside the regular scope of standing committees, typically dissolving once the task is completed. This temporary committee may investigate, research, and provide recommendations on a particular matter requiring focused attention, with members selected based on their relevant expertise related to the issue at hand.
- Personnel & CEO Review Committee is comprised of Board members who reviews and evaluates the Chief Executive Officer annually.

The CEO reviews and evaluates the executive roles of Principal, VP of Finance & Administration; VP of Advancement; VP of Programs; Director of Human Resources and Director of Early Education annually

The Chief Executive Officer (CEO) is responsible for:

- Developing with the PUENTE Learning Center Board a long-term strategy and vision for PUENTE. Leads the strategic planning process. Reports annually on the long-term goals of the organization.
- Developing and recommending to the Board annual business plans and budgets that support the agency's long-term strategy. Reports on a quarterly basis the status of program operations and finances.
- Maintaining full "General Management" responsibility. Provides overall leadership for the daily operations of PUENTE, including operations, human resources management, fundraising, marketing, financial management, public/community relations, program development, and strategic direction.
- Recommending the annual budget for the PUENTE Learning Center Board approval and prudently managing the organization's resources within those budget guidelines according to current laws and regulations.
- Ensuring, in cooperation with the PUENTE Learning Center Board, that there is an effective succession plan in place for the CEO role.
- Ensuring that the public, through the news media, is informed of the facts and the effects of conditions and policies that have a bearing on interest of PUENTE, the students, and the public.

The VP of Finance & Administration is responsible for:

- Developing and implementing fiscal policies and procedures for the organization, including a system of internal control.
- Overseeing and directing treasury, budgeting, audit, tax, accounting, purchasing, real estate, long range forecasting, and insurance activities for the organization.
- Providing management with timely reports of organization's financial status and progress in its various programs and activities including cash flow, expenses and earnings with analysis of budget v. actuals.

The PUENTE Charter School Principal is responsible for:

- Developing school-wide goals in alignment with the needs of students, colleagues and stakeholders to ensure PUENTE's desired programmatic outcomes.
- Establishing intentional systems for data collection, analysis and management for the purpose of positive school outcomes and reporting data outcomes to the Board of Directors.
- Leading in building a school learning community with the intentional focus on high student achievement and strong parent engagement.
- Recommending and evaluating school-wide programs, policies, goals and objectives.

- Ensuring accountability for state and federal testing and programs.

Governing Board Composition and Member Selection

The current PUENTE Learning Center Board members are prominent in his/her respective fields (finance, business, real estate, public accounting, technology, law, education and/or philanthropy). Board members currently represent diversity of language, ethnicity, geography, gender, sexual orientation and age. No employee of PLC currently serves on the Board. Each first-term director serves a term of 3 (three) years. Directors elected to serve additional term shall be elected for one or more successive terms of 3 (three) years each. Each Board member and administrative staff member receives Brown Act training annually.

Vacancies are filled by a majority vote of a quorum present of the PUENTE Learning Center Board of Directors. Besides specific content expertise, candidates must demonstrate a clear commitment to education. The Board periodically identifies any new skills, knowledge, personal contacts and other attributes future directors will need to possess in order for the Board to advance the organization's strategic plan. The Governance & Nominating Committee also supports these functions, as described above.

As indicated in applicable governance documents, PLC will comply with Government Code Section 1090 *et seq.* and the Political Reform Act, as set forth in Education Code section 47604.1.

Governance Procedures and Operations

All Board and standing Board committee meetings are held within the boundaries of LAUSD, usually at PUENTE's Boyle Heights campus located at 501 S. Boyle Avenue, with teleconference participation available within the requirements of the Brown Act. The PLC Board of Directors currently meets at least quarterly during the school year. The schedule of regular meetings for the upcoming school year is generally determined by the Board at the last meeting of the school year. Notices and agendas for meetings are distributed to each member of the Board of Directors, posted on the website, and posted at the entrance and on the Parent Board of the PUENTE Charter School facility. Notices and agendas for regular meetings are posted at least 72 hours in advance of the meetings. The schedule for regular Board meetings is included in the school's calendar distributed to parents at PUENTE Charter School. Agendas for special meetings are posted at least 24 hours before the meeting.

Minutes of each meeting will be kept in the Board Book located in the corporate records and available for review by the public at PUENTE Charter School in the administrative office.

The Charter School has adopted a Conflict of Interest Code that complies with the Political Reform Act. As required, the Conflict of Interest Code was submitted and approved by the County Board of Supervisors.

In accordance with Government Code Section 53235.1(b)(2), members of the Board will receive at least two hours of ethics trainings by January 1, 2026, and then at least once every two years thereafter.

A majority of the actual number of directors shall constitute a quorum, unless otherwise stated in the bylaws. If a quorum is present, the affirmative vote of the majority of directors present at the meeting voting on any matter shall be a decision of the Board. Should there be fewer than a majority of the directors present at any meeting, the meeting shall be adjourned. Directors may not vote by proxy. Members of the Board may participate in teleconference meetings so long as all of the requirements of the Brown Act are complied with.

The Board may initiate and carry on any program or activity or may otherwise act in a manner which is not in conflict with or inconsistent with or preempted by any law and which are not in conflict with this charter or the purposes for which PUENTE Charter School is established.

The Board may execute any powers delegated by law to it and shall discharge any duty imposed by law upon it and may delegate to an employee of the Charter School any of those duties with the exception of budget approval or revision, approval of the fiscal audit and performance report, the adoption of Board policies, or any other duties that cannot be delegated by law. The Board, however, retains ultimate responsibility over the performance of those powers or duties so delegated.

All matters are decided by the vote of a majority of directors present at a meeting duly held at which a quorum is present, and every such act or decision shall be the act of the Board, unless a greater number is required.

Directors may participate in a meeting through use of conference telephone, or other electronic transmission, in compliance with the Bylaws so long as Brown Act requirements are met and:

- Each director participating in the meeting can communicate with all of the other directors concurrently and;
- Each director is provided with the means of participating in all matters before the Board, including the capacity to propose, or to interpose an objection specific to, a specific action to be taken by the corporation.

For any meeting with Board member teleconference participation, the agenda identifies the teleconferenced location, and that location is open to the public. The agenda is also posted at the teleconferenced location. All votes taken at a meeting with teleconference participation shall be roll call vote. At least a quorum of the Board must be physically present at a location within the jurisdictional boundaries of Los Angeles County, per Education Code Section 47604.1(c)(1)(A).

Stakeholder Involvement and LCAP Feedback

PUENTE parents, community members, and staff members are invited to be involved in decisions related to PUENTE's LCAP drafting including the educational program, school budgets, school-wide programming and activities, and how PUENTE Charter School will be accountable

to the goals and metrics established in its Local Control Accountability Plan (LCAP). Parents comprise a majority of our Charter School Advisory Committee and there is currently a parent on the governing board also. Our ELAC Committee (English Learner Advisory Committee), also comprised of a majority of parents meets regularly in support of the needs of our English Learner students. The composition and member selection of the Charter School's parent advisory groups shall meet applicable legal requirements.

We currently offer various other ways for stakeholder involvement. For example, the PUENTE parent community attends monthly Coffee with the Principal and also the quarterly Coffee with the School Counselor meetings. Through community partnerships PUENTE provides parent education classes for parents/caregivers of our early learners in TK and K called Abriendo Puertas (Opening Doors) and also extended learning for every student, providing up to 9 hours of school experience a day. In addition, PUENTE has collaborative information sessions and workshops on relevant topics for the parent community including, health and wellness; know your tenant rights, financial literacy; food security and adult education. Parents receive daily school updates via ParentSquare mobile app, our home-to-school two-way messaging for school-wide and private communications. Parents also complete surveys throughout the year on school climate, performance and parent satisfaction.

Dedicated professional development Friday afternoons with the Principal and instructional team includes "data dives," reconciling student performance with the LCAP goals and the on-going instructional calibration to meet students' needs.

Additionally, PUENTE Charter School engages stakeholders through our website by providing regular updates on our student academic data, annual reports, school goals and initiatives. Policy and procedure documents are available along with the links to our scheduled public board meeting with access information. School contact information is always available and survey links are utilized to gather feedback on school programs and services.

ELEMENT 5: Employee Qualifications

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

Equal Employment Opportunity

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

ESEA/ESSA and Credentialing Requirements

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

Employee Positions and Qualifications

The PUENTE Charter School is staffed by caring, compassionate educators, instructional and administrative, as well as support staff, who believe that every child has the innate ability to learn and excel and share the ideals and philosophies of PUENTE.

Teachers and aides will have high expectations of students, parents, and themselves. They will have demonstrated effectiveness in promoting the achievement of culturally diverse, economically disadvantaged youngsters and in creatively involving parents in the educational process. They must be caring and nurturing individuals who recognize the potential within every child, and work tirelessly to motivate each child to academic achievement utilizing sound research-based educational best practices.

The PUENTE Charter School Principal will be responsible for overseeing all aspects of the school’s operation, including, but not limited to, academic programs, fiscal operations, staff development, community relationships, student discipline, and reporting requirements, and will serve as the liaison to the Chief Executive Officer of PUENTE Learning Center. The Principal

is committed to fulfilling the mission and vision of the PUENTE Charter School, and has demonstrated experience in educational administration

Chief Executive Officer

Essential Duties/Responsibilities

Develops with the PUENTE Learning Center Board a long-term strategy and vision for PUENTE. Leads the strategic planning process. Reports annually on the long-term goals of the organization.

- Develops and recommends to the Board of Directors annual business plans and budgets that support the agency's long-term strategy. Reports on a quarterly basis the status of program operations and finances.
- Maintains full "General Management" responsibility.
- Provides overall council
- for the daily operations of PUENTE, including operations, human resources management, fundraising, marketing, financial management, public/community relations, program development, and strategic direction.
- Ensures PUENTE Learning Center achieves core social and fundamental organizational mission.
- Ensures continuous quality improvement in the educational services provided by PUENTE.
- Formulates and oversees the implementation of all PUENTE Learning Center policies.
- Establishes and maintains an effective system of communication throughout the organization.
- Recommends yearly budget for the PUENTE Learning Center Board approval and prudently manages organization's resources within those budget guidelines according to current laws and regulations.
- Constantly strives to achieve PUENTE's financial and operating goals and objectives and protects the PUENTE Learning Center long-term financial sustainability
- Leads and promotes a culture that ensures ethical practices, encourages individual integrity, and fulfills social responsibility.
- Maintains a positive and ethical work climate that is conducive to attracting, retaining and motivating a diverse group of quality employees.
- Ensures, in cooperation with the PUENTE Learning Center Board, that there is an effective succession plan in place for the CEO role.
- Articulates the share vision of the organization to ensure a high performing and outcome-oriented performance management approach
- Ensures that PUENTE achieves and maintains a position of excellence within the community, state and national level.
- Cultivates good relationships with city, county, state and federal governments and their elected officials and staff.
- Ensures PUENTE's programs and services are consistently presented in strong, positive image to relevant stakeholders.

- Oversees fundraising planning and implementation, including identifying resource requirements, researching funding sources (individuals, corporations, foundations government funding, etc.), establishing strategies to approach donors/funding sources, submitting proposals and administrating fundraising records and documentation.
- To ensure the development of marketing plans to increase new revenue sources.
- Serves as the chief spokesperson for PUENTE Learning Center
- Ensures that the public, through the news media, is informed of the facts and the effects of conditions and policies that have a bearing on interest of PUENTE, the students, and the public

Qualifications

The requirements listed below are representative of the knowledge, skills, and/or abilities required to perform the job successfully.

Education/Experience

- Seven plus years of nonprofit management and leadership experience;
- Bachelor's degree in a related field preferred (nonprofit management, organizational development, leadership, fundraising/fund development, finance, etc.);
- Visionary and creative leader and detail oriented and decisive;
- Experienced in long range planning and visioning, policy development; public/private partnerships;
- Experienced in strategic development, fund development, budgeting and fundraising, planning, and staff supervision;
- Demonstrated understanding of Generally Accepted Accounting Principles, IRS regulations for nonprofit organizations and fund accounting;
- Financial experience including effective familiarity with the field's regulations for fund development, finance/investments, donor-advised funds, grant making, due diligence, regulatory compliances, etc.;
- Experience working with donors, donor advisors, fund representatives, and collaborating with the Board Executive Committee, committees, etc.;
- Demonstrated success in in media relations, marketing, & event planning.

Special Skills/Abilities

- Leads and promotes a diverse, equitable and inclusive culture that ensures ethical practices, encourages individual integrity, fulfills social responsibility; and outcomes accountability
- Leads with emotional intelligence to maintain a positive and ethical work climate that is conducive to attracting, retaining and motivating a diverse group of quality employees;
- Ability to meet deadlines and motivate others to do so in a highly collaborative environment;
- Outstanding attention to detail and follow-through;

- A critical thinker who possesses reasoning skills suitable to execute all assigned tasks and responsibilities, even with frequent distractions and multiple priorities;
- Strong financial and organizational management experience; knowledge of financial instruments, rules, regulations and standards for nonprofits;
- Experience with a grantmaking organization or similar experience with nonprofit organizational assessment and development and/or knowledge of nonprofit best practices;
- Evidence of developing and implementing strategy- a strategic thinker, planner and executor with an operating style that encourages cooperation;
- Demonstrated leadership and management skills; experienced in team building with the ability and appetite to train and mentor staff and the ability to develop and manage budgets;
- Past success in building deeply productive relationships with donors, partners and public entities
- A history of strong collaboration; someone who actively seeks strategic partnerships;
- Wisdom and prudence in the management of financial resources; experienced in financial management and business decision-making;
- Experience as the face of an organization; well-developed interpersonal skills; superb oral and written communication skills; able to listen and present ideas clearly and persuasively;
- Success in fundraising for nonprofit operations; able to ensure the organization has the resources required to fulfill its operational needs;
- Ensures, in cooperation with the PUENTE Learning Center Board, that there is an effective succession plan in place for the CEO role.

VP of Finance

Under the supervision and within guidelines established by the PUENTE Learning Center CEO and, our VP of Finance directs PUENTE's financial planning and accounting practices as well as its relationship with lending institutions and the financial community by performing the following duties:

Essential Duties

- Develops and implements fiscal policies and procedures for the organization, including a system of internal control.
- Supervises assigned staff (finance/accounting and contracts) and facilitates training and development.
- Oversees and directs treasury, budgeting, audit, tax, accounting, purchasing, real estate, long range forecasting, and insurance activities for the organization.
- Provides management with timely reports of organization's financial status and progress in its various programs and activities including cash flow, expenses and earnings with analysis of budget v. actuals.

- Analyzes, consolidates, and directs all cost accounting procedures together with other statistical and routine reports.
- Responsible for the preparation and issuance of the organization's annual report.
- Ensures all deliverables for annual external audits and LAUSD Oversight reviews.
- Prepares reports required by regulatory agencies.
- Performs any and all other duties assigned by the CEO.

Qualifications

The following requirements are representative of the knowledge, skills, and/or abilities required to perform the job successfully.

- 5 – 7 years of experience in public accounting, business, or nonprofit organization and 5 years in a senior management position;
- BS Degree in accounting or related field required.
- Advanced computer skills and MIS knowledge, and all related accounting and business management skills necessary for the job.

Principal

The Principal will serve as the instructional leader of PUENTE Charter School by building and ensuring a professional and healthy culture of school excellence, student achievement, family engagement and collegial support. PUENTE's principal creates and implements policies, programs, curriculum activities, and budgets in a manner that promotes the high levels of academic achievement, the educational development of each student and the professional development of each staff member. The principal establishes and maintains strategic and operational supports with school and organizational staff to ensure every child has access to needed learning support and addresses any opportunity gaps proactively.

Essential Duties

- Develops school-wide goals in alignment with the needs of students, colleagues and stakeholders to ensure PUENTE's desired programmatic outcomes.
- Leads in building a school learning community with the intentional focus on high student achievement and strong parent engagement.
- Recommends and evaluates school-wide programs, policies, goals and objectives.
- Evaluates and seeks to continuously improve the PUENTE Charter School instructional program.
- Provides support for the development and growth of all instructional team members, staff and providers.
- Ensures respectful and fully resourced classroom environments and
- proactively recommends areas of improvement in instruction and management.

- Responds to inquiries and issues from stakeholders including our instructional team members, students, parents and external stakeholders. Commits to resolving operational, administrative and instructional matters.
- Provides leadership for the development, implementation, and monitoring of Charter School resources.
- Ensures accountability for state and federal testing and programs.
- Recommends the selection and assignment of Charter School personnel.
- Provides direction, supports, supervises and evaluates Charter School personnel within scope of responsibility.
- Ensures professional development planning for the building of educational expertise for Charter School personnel.
- Articulates and maintains high standards for student performance.
- Implements student discipline policies to support student needs.
- Provides leadership in implementing school programs.
- Upholds administrative and finance guidelines for the fiscal year budgets.
- Establishes intentional systems for data collection, analysis and management for the purpose of positive school outcomes.
- Supports policies, procedures and standards for campus safety of students, colleagues and stakeholders.
- Actively collaborates with other areas of the PUENTE Learning Center organizational team including, but not limited to, VP of Finance, Director of Human Resources and Director of Early Education.
- Promotes and represents PUENTE at conferences, community meetings and events.
- Stewards the mission, vision and values established by Chief Executive Officer & the PUENTE Governing Board and in the overall organization Continuous Quality Improvement Process.
- Ensures compliance with local, federal and state statutes as they apply to the charter.

Qualifications

- An earned master's degree or advanced degree of at least equivalent standard from an accredited college or university in education administration, curriculum or related field
- A Clear California Multiple Subjects Teaching Credential and an administrative credential and an Administrative Services Credential (preferred)
- Minimum of five (5) years of educational administration and curriculum development strongly preferred.
- Stewards the knowledge that all children can succeed academically and personally.
- Knowledge of effective instructional practices to support English Learners.
- Knowledge of Special Education management and procedures
- Strong classroom management and discipline skills.
- Track record of producing measurable student achievement gains.
- Demonstrated leadership capabilities
- Proven management and team building skills

- Experience managing budgets, developing and implementing policies.
- Excellent interpersonal, verbal and written communication skills.
- Entrepreneurial ability to manage change and be responsive to community needs.
- A firm commitment to the PUENTE mission, vision and core values.
- Bilingual (English/Spanish) strongly preferred.
- Ability to persevere in challenging situations with a high emotional intelligence.

Vice Principal

The Vice Principal is part of the management team of the PUENTE Charter School and will work with the School Principal to provide instructional leadership and ensure that the School's curriculum is implemented and follows best practices. The Charter School management team includes the Principal, the Vice Principal, the Director of Special Education and the School Counselor.

The Vice Principal will work closely with the Principal to ensure:

- Curriculum development is aligned with state standards
- The systematic use of formative and summative assessment data
- The presence of layers of learning support for instructional team
- The offering of ongoing, innovative professional development of instructional leaders and paraprofessionals

Areas of Responsibility:

Parent Community Support

- Promote a vital school culture conducive to continuous improvement for students, staff and parents with an attitude of appreciation and respect
- A process that addresses immediate response to parent concerns
- Thorough parent communications
- Authentic community relationships and partnerships

Curriculum Development and Implementation:

- Ensure provision of resources for curriculum development across all subject area
- Support teachers in unit and lesson planning, including providing ongoing feedback
- Lead blended learning curriculum
- Advise instructional team on overall subject curriculum design
- Stay abreast of research and effective practice in all subject areas
- Maintain/update TK – 5 report cards assuring they are aligned with state standards

Instruction Oversight/Teacher Professional Development

- Strengthen the professional learning community at PUENTE Charter

- Design and lead professional development sessions
- Create personalized professional development plans for teachers
- Model lessons as appropriate
- Conference with teachers on planning, classroom and student data
- Conduct observations and provide feedback to teachers
- Videotape teachers and facilitate opportunities for peer observation & feedback
- Identify professional development resources to support teacher development, including books, articles, conferences, and learning opportunities
- Conduct performance evaluations of instructional team members, together with the Principal
- Ensure provision of supplies and classroom materials across all subject areas

Systematic Use of Formative Assessment Data

- Coordinate system of daily formative assessment practices and interim assessments, including assessment design, revision, tracking, and analysis
- Facilitate the coordination of the interim assessment process to ensure opportunities for a comparison of interim assessment data and to benchmark progress towards Common Core mastery
- Ensure alignment of internal assessment practices with state assessments
- Ensure comprehensive preparation for state assessments, including SBAC and ELPAC
- Facilitate data-driven instructional planning through regular meetings and professional development sessions
- Prepare monthly assessment reports for the Charter Advisory Committee and quarterly reports for the PUENTE Board of Directors meetings.

Layers of Learning Support

- Ensure systematic learning intervention program and schedule
- Use formative assessment data to drive on-going responsive support for students
- Participate in school's MTSS process
- Promote an instructionally effective and compliant program that accelerates the academic achievement for all student subgroups and targeted populations, including English learners, economically disadvantaged students, foster youth, standard English learners, gifted and talented, and students with disabilities

Management team responsibilities

- Provide instructional support as needed
- Co-mentor teachers (each member will have a portfolio for mentoring)
- Teach intervention groups
- Ensure compliance to Charter School expectations (facility, punctuality and attendance, dress, decorum, parking, etc.)

- Participate in all duties and responsibilities as appropriate for a PUENTE Team member
- Other duties as assigned by the School Principal

Position Requirements Education & Expertise

- Believe deeply in the mission and values and approach of PUENTE Learning Center
- An earned master's degree or advanced degree of at least equivalent standard from an accredited college or university
- At least two semester units each (six semester units total), or the equivalent, of course work in culture, language, and methodology to meet the requirements of the PUENTE's Master Plan for English Language Learners
- A valid California K-12 Teaching Credential
- Minimum of 5 years of teaching experience, with experience teaching the community PUENTE serves (English Language Learners)
- Minimum of 3 years in a leadership or coaching position
- Demonstrated success working with a diverse student population
- A strong background in and command of a California Common Core Student content area and the ELD framework
- Enthusiasm for all subject areas and for on-going acquisition of knowledge across all areas

Director of Special Education

The Director of Special Education is part of the management team of the PUENTE Charter School and will work with the School Principal to provide instructional leadership and ensure that the School's curriculum is implemented and follows best practices. The Charter School management team includes the Principal, the Vice Principal, the Director of Special Education and the School Counselor. The Director of Special Education instructs students who require remedial and specialized assistance in academic, social and behavioral skill areas; plans, develops, organizes and assists in the implementation of a comprehensive individualized educational program for students experiencing multiple learning disabilities; and assists instructional personnel responsible for pupils with learning disorders in making an appropriate adjustment to an educational program requiring an increased level of independence.

Essential Duties

- Manage school's caseload and develops educational plans (IEPs) for the purpose of meeting the individual needs of exceptional students
- Schedule and facilitate IEP meetings in a collaborative and professional manner. Translate meetings when necessary
- Evaluates students for the purpose of identifying student needs
- Coordinates services to students for the purpose of ensuring efficient instructions and an effective cohesive program
- Teaches/instructs students for the purpose of ensuring successful progress towards

- student's goals and objectives
- Consults/collaborates with staff, parents, and agencies for the purpose of ensuring appropriate delivery of services and adherence to due process
- Manage relationship with Comprehensive Therapy
- Serve as the SSPT designee
- Other duties/projects as assigned by school administrator
- SKILLS, KNOWLEDGE, ABILITIES REQUIRED

Knowledge of:

- K-12 Common Core State Standards
- Special Education law and procedures, codes, regulations and best practices
- IEP data management system (Welligent, Infinite Campus)

Ability to:

- Coordinate service with the general education teacher and work with core curriculum
- Administer a variety of assessments
- Plan for effective, meaningful integration of student instruction
- Deliver methods and services to match specific student needs
- Deliver engaging intentional professional development to the instructional team.
- Develop and implement modifications and intervention strategies
- Document necessary federal and state due process rights and procedures

Skills to:

- Conduct on-going evaluation of student goals and objectives
- Interpret and evaluate assessment results
- Evaluate effectiveness of strategies and techniques used and adjust instruction and delivery as needed
- Support classroom modifications and intervention strategies
- Translate all necessary documentation in an understandable format on Special Education forms and files
- Use effective and appropriate communication techniques with students, parents, staff, agencies and community members
- Modify core curriculum and implement appropriate teaching strategies
- Multi-task and manage time effectively

OTHER RESPONSIBILITIES

Professional Development

- Model and promote positive interpersonal communication and problem-solving skills
- Assume responsibility for professional growth which may include, but is not limited to, attendance at conferences, meetings, observation and in-service training
- Meet with instructional colleagues on a daily/weekly basis to reflect upon teaching, share best practices, analyze data and improve instructional practices

Consultation

- Participate in parent-teacher conferences as required
- Participate in teacher team meetings to ensure consensus and unity in meeting school goals
- Participate, as requested, in meetings with members of the school community

Leadership

- Act as a role model and resource for students and other staff members
- Demonstrate and encourage creativity, flexibility and teamwork
- Be willing to assume responsibilities outside of the classroom in order to fulfill the vision of the school

PERSONAL ATTRIBUTES

- Dedication to mission driven work. Passionate advocate for the mission and those being served through the organization and school.
- Outstanding communication skills and a collaborative and communicative work-style.
- Must have an interest in becoming part of a dedicated team that works to meet rigorous academic outcomes.
- Cooperate in a variety of school-community events and assumes responsibilities both within and beyond the classroom with a professional attitude.
- Enthusiasm for on-going acquisition of knowledge across all subject areas.
- Constant learner who seeks to expand their knowledge for all subject areas and open to new ideas and innovations to enrich their work.
- Commitment to diversity, equity, and inclusion.
- A positive attitude is a must.

EDUCATION, CREDENTIALS AND EXPERIENCE

- Bachelor's Degree, including appropriate coursework in education
- Minimum three years teaching experience
- CA Special Education Credential and Resource Specialist Certificate

Charter Instructor (Credentialed Teacher)

Under the guidance of the PUENTE Charter School Principal & School Leadership Deans, lead instructors are responsible for implementing the educational program articulated in our approved Charter, providing a high- quality integrated curriculum, working collaboratively as a PUENTE instructional team member with peers to meet the social, psychological and educational needs of students, evaluating student performance using formative and summative assessments, student portfolio work and observation, and work with our parent community as teaching partners.

Essential Duties

Stewards the PUENTE mission, vision, and values established by the Chief Executive Officer and the Board.

- Works collegially as an interdisciplinary PUENTE team member to plan and align curricula to ensure that instruction is consistent with state requirements and curriculum guidelines.
- Provides the opportunity for all PUENTE students to actively engage in integrated, thematic learning that is relevant and meaningful and leads to student growth, both academically and personally.
- Establishes a healthy culture of high expectations for our students.
- Develops targeted goals for individual and group learning.
- Successfully utilizes engaging teaching strategies.
- Ensures professional supervision and discipline in the classroom.
- Utilizes the data-based decision-making approach when evaluating student progress and proactively differentiates instruction for each student and informs parents of student progress.
- Maintains timely and accurate student records.
- Engages in weekly instructional team professional development for student progress tracking.
- Demonstrates continued professional development practices.
- Engages with our parent community in support of the effective home-to-school connection.

Qualifications

The requirements listed below are representative of the knowledge, skills, and/or abilities required to perform the job successfully.

- Holds a valid California Multiple Subject Teaching Credential with authorization to teach English Learners.
- Bachelor's degree.
- At least two years of full-time teaching experience at the elementary level.
- Demonstrated interest and success working with students in at-needs communities.
- Bilingual (English/Spanish) preferred.

Charter Operations Coordinator

The administrative assistant is responsible for the daily operations of the PUENTE Charter School main office.

Leadership Skills and Characteristics

- Believe in the PUENTE mission that all students can succeed.
- Exhibit strong customer-service and interpersonal skills.

- With administrative support, compose written communication concerning school-wide subjects requiring a thorough knowledge of policies, regulations, and operational procedures.
- Work in an organized and efficient manner, with an attention to detail
- Communicate effectively with various stakeholders, both internal and external.

Administrative Duties

- Collect and enter data into administrative databases.
- Serve as a general office manager by ordering, managing, and maintaining inventory of school supplies.
- Take notes in meetings and conferences and prepare accurate summaries.
- Collect and enter student attendance and make follow-up calls with families.
- Coordinate school mailings.
- Ensure school newsletters are forwarded to instructors for distribution.
- Review and edit documents to ensure consistency with policies, regulations, operational procedures, formatting, grammatical construction and punctuation.
- Manage and maintain the Principal's calendar of activities, including board meetings, meetings with parents and community organizations.
- Maintain school calendar.
- Contact parents and emergency assistance agencies in the case of serious illness or injury.
- Create systems to file all important school documents and student records.
- Prepares and ensure distribution of student transcripts.
- Complete other responsibilities as per the Principal.

Qualifications and Experience

- High school diploma or equivalent required. College degree preferred.
- Bilingual in Spanish and English; oral and written proficiency required.
- Previous experience as an administrative assistant.
- Proficiency in Microsoft Suite.
- Prior experience in an at-needs school community.

Human Resources Manager

Maintains and enhances PUENTE's human resources by planning, implementing, and evaluating employee relations and human resources policies, programs, and practices.

Essential Duties

- Conduct employee orientation
- Administer benefits program
- Payroll preparation and disbursement using ADP Payroll Service
- Respond to employee inquiries and requests regarding payroll matters.
- Use data and analysis for effective HR outcomes

- Maintain accurate payroll records and employees files.
- Prepare various payroll and management reports.
- Work with VP Finance on assigned HR matters.
- Coordinate interviews and refine the selection process.
- Coordinate all necessary documents, including but not limited to recruitment materials, job posts and offer letters.
- Assist with keeping PUENTE compliant with federal, state and local labor laws and regulations
- Serve as Custodian of Records

Qualifications and Experience

The requirements listed below are representative of the knowledge, skills, and/or abilities required to perform the job successfully.

- College degree required.
- Human resources experience required.
- Proficiency in Microsoft Suite.
- Exhibit strong communication and interpersonal skills.
- Exhibit strong analytical skills.
- Maintain confidentiality.
- Ability to collaborate well with others.
- Bilingual (Spanish) language fluency strongly preferred.

Security Staff Member

Serves unarmed, to provides personal, equipment, and real property security for staff, students, and visitors within an assigned area of PUENTE. Performs routine security and public safety duties within assigned area. Remains alert to emergency situations and provides first-line response, emergency management, and/or referral if required.

Essential Duties

- Patrols non-armed in assigned area on foot to ensure personal, building, and equipment safety and security.
- Monitors assigned school parking lot to provide public security and assistance.
- Remains alert for the presence of unauthorized persons and/or security code violators; approaches suspicious persons and/or notifies police as appropriate;
- Examines doors, windows, and gates to ensure security; uses PUENTE keys to open and close buildings; monitors closed buildings for unauthorized persons and/or suspicious activities.
- Watches for and reports irregularities, such as facility and safety hazards, and emergency situations; contacts emergency responders, such as police, fire, and/or ambulance personnel, as required.

Qualifications and Experience

- High school diploma or equivalent required.
- Completion of a state-approved school security certificate program.
- Experience serving as a security guard in a school setting.
- Bilingual (Spanish) preferred.
- Ability to communicate effectively, both orally and in writing.
- Exhibit strong customer service skills in interacting with school community members.
- Ability to complete routine paperwork.
- Ability to understand and follow specific instructions and procedures.
- Strong interpersonal skills, flexibility, and customer service orientation.
- Ability to react calmly and effectively in emergency situations.
- Skill in performing building security and lock procedures.
- Knowledge of public security codes, policies, and regulations.
- Ability to understand, follow, and enforce safety codes, regulations, and procedures.
- Skill in providing protection services to individuals at the school site.
- Ability to detect problems and report information to appropriate personnel

Custodial/Maintenance Team Member

- Assures that cleaning and other custodial assignments are completed satisfactorily.
- Supervises and participates in the operation of lower pressure heating systems, ventilating and air conditioning systems.
- Sweep, dust, clean, scrub, strips, seals, waxes, polishes and mops floors in classrooms, bathrooms, offices, and similar facilities.
- Washes and scrubs walls, lavatory fixtures, inside glass windows, painted surfaces and drinking fountains.
- Makes repairs to building hardware, plumbing, woodwork, building equipment, and furniture.

Qualifications and Experience

- High school diploma or equivalent.
- Maintenance experience preferred.
- Ability to collaborate well with others.
- Ability to communicate effectively.
- Bilingual (Spanish) fluency strongly preferred.

ELEMENT 6: Health and Safety Procedures

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

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

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

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

HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN

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

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

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

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

Comprehensive School Safety Plan

The Charter School shall adopt a Comprehensive School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include, but not be limited to: (1) an assessment of the current status of school crime committed on Charter School facilities and at Charter School-related functions; and (2) identifying appropriate strategies and programs that will provide or

maintain a high level of school safety and address the Charter School's procedures for complying with applicable laws related to school safety, which shall include the development of all of the following pursuant to Education Code section 32282(a)(2)(A)-(J):

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

CHILD ABUSE AND NEGLECT MANDATED REPORTER TRAINING

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

Medication in School

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

ATHLETIC PROGRAMS

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

If the Charter School offers an interscholastic athletic program, it shall develop and post a written emergency action plan that describes procedures to be followed in the event of sudden cardiac arrest and other medical emergencies, acquire and regularly test and maintain at least one

automated external defibrillator (AED) for the Charter School, and make the AED available at on-campus athletic activities or events according to the requirements of Education Code sections 35179.4 and 35179.6.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

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

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

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

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

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

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

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

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

SAFE PLACE TO LEARN ACT

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

SUICIDE PREVENTION POLICY

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

HUMAN TRAFFICKING PREVENTION RESOURCES

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

FEMININE HYGIENE PRODUCTS

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

NUTRITIONALLY ADEQUATE FREE OR REDUCED-PRICE MEAL

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

CALIFORNIA HEALTHY YOUTH ACT

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

BULLYING PREVENTION

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

LGBTQ RESOURCES TRAINING

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

TRANSPORTATION SAFETY PLAN

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

Custodian of Records

The PUENTE Administration and Director of Resources Manager serves as the Custodian of Records.

ELEMENT 7: Means to Achieve Racial and Ethnic, Special Education, and English Learners, including Redesignated Fluent English Proficient Pupils Balance

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

Court-ordered Integration

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

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

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

Targeted Outreach & Recruitment Methods

PUENTE Charter School recruitment materials are bilingual English/Spanish to communicate our mission, educational program and to extend a welcome to all families seeking an educational resource for their need. There is an intentional operational effort to develop and update our outreach plan, including marketing materials delivered to homes in our targeted community, presentations and information distribution at community-wide meetings and events. We have made use of social media platforms, and use this as part of our connection to the broader Los Angeles community and to share the good news about PUENTE and its available vibrant, high performing Charter School.

With the expansion through 5th Grade, PUENTE has invested in additional marketing and advertising strategies including installing professional school banners on streetlight posts and bus stop depots throughout the East Los Angeles community.

PUENTE Learning Center operates a California State Preschool Program (CSPP) for students ages 2-3, and a majority of our CSPP transition into our Charter School. In addition, PLC's adult students in our English as a Second Language, High School Diploma, and Workforce Readiness programs, serve as ambassadors in sharing the good news about the education opportunities at PUENTE Charter School. We also receive referrals from other schools, programs and agencies, and our forty-year history in Los Angeles, and well-regarded reputation, support our outreach efforts to meet the District's goals for establishing a diverse enrollment in our school.

PUENTE Charter School makes every effort to achieve a racial and ethnic balance among the students attending the school that is reflective of the general population residing in the District, recognizing that the demographic data of the targeted local community is Latino and socio-economically disadvantaged. We continue to work with community-based organizations to educate families about the availability of PUENTE Charter School in support actively recruiting students from within the local community, particularly from traditionally underserved areas. Our outreach activities occur on a continuing basis and include visiting and/or participating in:

- Community events sponsored by the mayor, council member and community groups
- Houses of worship
- Retail centers
- Social service agencies
- Local preschools
- Early education centers

PUENTE hosts multiple community events in our facility throughout the year and have signage and informational flyers for the attendees to receive. We conduct an Open House during the school year and promote it among our community partners in support of sharing the good news of our educational resources as a charter school. Our school uniforms proudly display our PUENTE logo and serve to also have our students and families as ambassadors for sharing with others.

ELEMENT 8: ADMISSION POLICIES & PROCEDURES

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

DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

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

HOMELESS AND FOSTER YOUTH

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

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

NON-DISCRIMINATION

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

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

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

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

PREGNANT AND PARENTING STUDENT ACCOMMODATIONS

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

SEXUAL HARASSMENT POLICY NOTICE

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

If the charter school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the

number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level. If Charter School operates multiple school sites, this information shall be disaggregated by school site. (Ed. Code § 221.9.)

Admission Requirements

PUENTE Charter School is, has always been, and will continue to be an open enrollment, tuition-free public school with no specific requirements for admission (e.g., test scores, discipline records, aptitude assessment, etc.). Enrollment to our school is open to any resident of the State of California. Enrollment is on a first come, first served basis.

At all times, PUENTE is diligently committed to serving all students who wish to attend, regardless of race/ethnicity, socio-economic status, academic achievement, special education needs or homelessness.

After a student is admitted, PUENTE welcomes any parent/guardian to complete and submit an Application for Admissions a part of the enrollment process consisting of:

- Student & Parent/Guardian Information
- Proof of Immunization
- Home Language Survey
- Completion of Emergency Medical Information Form
- Proof of minimum age requirements
- Release of records
- Income verification form

Lottery Preferences and Procedures

Applications for admission to PUENTE are accepted during a specified enrollment period in the month of February . Our outreach efforts include social media, bilingual Spanish and English flyers and postings in our community, active involvement of current families – our “each one, reach one” campaign, outreach to collaborative and partner organizations, community-based non-profits and businesses and our annual Family Fun Fest, conducted every summer which draws over three thousand people. If the number of applications received during the open enrollment period exceeds PUENTE’s capacity at any grade level we serve, admission will be determined by a public, random drawing. The rules and procedures of the drawing will be communicated to all applicants in writing accompanying the Lottery Form. Lottery procedures will be fairly executed, and will be overseen by PUENTE’s principal to ensure that they are accurately followed. The lottery will take place at PUENTE Charter School on a date publicized to applicants, at a time convenient for families to attend – evening hours. We use contact information to call, email and mail information to applicants. Families need not attend the lottery to claim their child’s enrollment space. Once the open enrollment period ends, the lottery will take place 14 days later. Parents/guardian will be notified by a PUENTE Charter School staff member by telephone of their child’s admission or waitlist status immediately following the lottery.

In the event of a public random drawing, admission preferences shall be given in the following order pursuant to Ed. Code § 47605(d)(2)(B). Existing students are exempt from the lottery. Students will be enrolled by grade level applying the following priorities that ensure families are kept together at the same school. 1) Pupils that reside within the LAUSD attendance area; 2) Siblings of currently enrolled students (e.g., sibling preference; 3) Offspring of current instructional staff to recruit and retain high quality staff (e.g., teacher and staff preference), not to exceed 10%. Students currently enrolled are exempt from lottery. As required by state law, preference will be given to pupils that reside within the LAUSD attendance area.

All parents/guardians of students admitted through the lottery and will be asked to complete the Enrollment Forms within two weeks of their immediate notification by PUENTE Charter School staff by phone to ensure their child's enrollment. PUENTE staff is always available to assist families in completing this paperwork, if needed. At the conclusion of the public random drawing, all students who were not granted admission due to capacity shall be placed on a waiting list according to their draw in the lottery. Parents/guardians of the students who are on our wait list, if one were required, will be notified of their child's status in a mailed written communication by the Principal. Wait list families will be notified, in order, by phone of an available seat and will be requested to complete an Enrollment Form within 48 hours (i.e., 2 calendar days) of the phone notification. In the event that a wait list is not needed, where the student space is available, the student space will be made available immediately on a first come, first served basis to our next interested family at the appropriate grade level.

Lottery application forms, the manual record of all lottery participants and their assigned lottery numbers, and other lottery-related documents are physically filed at PUENTE and waiting lists, if in existence, will be readily available in the PUENTE Charter School main office for inspection upon request. Each applicant's lottery application will be kept on file for the academic year with his or her assigned lottery number (or the order the name was pulled in the public lottery) in the school database and on his or her enrollment application.

Families who apply after the lottery deadline are added to the end of the lottery waitlist in the order they are received. Vacancies that occur during the school year will be filled according to the wait list order determined during the lottery drawing. Waitlists do not carry over to the following school year, and those applicants on the waitlist must re-apply the following year.

ELEMENT 9: ANNUAL FINANCIAL AUDITS

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

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

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

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

In addition:

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

Annual Audit Procedures

Each fiscal year an independent auditor will conduct an audit of the financial affairs of PUENTE Charter School to verify the accuracy of our school's financial statements, attendance and enrollment accounting practices, and internal controls.

The PUENTE Audit & Compliance Committee will be responsible for contracting with an audit firm from the State Controller's list of approved charter school auditors by March 1 of each year, unless the existing contract is a multi-year contract. The Chief Executive Officer, VP of Finance & Administration and the Charter School Principal will work collaboratively to ensure complete compliance with the audit deliverables and processes.

The annual independent financial audit of the books and records will be conducted as required by Education Code Sections 47605(b)(5)(I) and 47605(m). The books and records of the PUENTE Charter School will be kept in accordance with generally accepted accounting principles, and as required by applicable law and the audit will employ generally accepted accounting procedures. The audit shall be conducted in accordance with applicable provisions within the California Code of Regulations governing audits of charter schools as published in the State Controller's K-12 Audit Guide.

The PUENTE Audit & Compliance Committee may include persons who are not members of the board, but may not include any the staff of the organization, including the CEO. In addition, any person with expenditure authorization or recording responsibilities within the organization may not serve on the committee.

The PUENTE Board of Directors will appoint an Audit & Compliance Committee by July 1 of each year. The PUENTE Board will ensure the inclusion of at least one audit committee member with financial expertise, one who is knowledgeable in Generally Accepted Accounting Principles ("G.A.A.P."), financial statements, can assess internal controls and procedures for financial report so there is complete understanding when communicating between the Audit & Compliance Committee, PUENTE management, and the external auditors. In addition, individuals with diverse backgrounds and experience in areas such as finance, industry, or leadership to obtain a balanced perspective as a whole will be included as committee members.

The Audit & Compliance Committee will be responsible for reviewing the results of the annual audit and developing a corrective action plan, along with the PUENTE management team, to address all relevant exceptions and/or deficiencies noted by the auditor. The Board of Directors will submit a report to the District describing how the exceptions and deficiencies have been or will be resolved to the satisfaction of the District along with an anticipated timeline for the same. Audit appeals or requests for summary review shall be submitted to the Education Audit Appeals Panel ("EAAP") in accordance with applicable law.

The Board of Directors will review and approve the audit no later than December 15 and be submitted to the District, the County Superintendent of Schools, the State Controller's Office, and to the CDE by the 15th of December of each year by the contracted auditing firm. The Chief Executive Officer is responsible for ensuring that the auditor sends the completed audit to the required agencies by the statutory deadline.

The independent financial audit of PUENTE Charter School is public record to be provided to the public upon request and is posted on the school's website.

When the contract with the currently engaged auditing firm expires, the Chief Executive Officer and VP of Finance will send a Request for Proposal ("RFP") to various auditing firms. The auditor will have at a minimum, a CPA and educational institution audit experience and approved by the State Controller on its published list as an educational audit provider.

ELEMENT 10: SUSPENSION & EXCLUSION PROCEDURES

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

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

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

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

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

(iii) Contain a clear statement that no pupil shall be involuntarily removed by the charter school for any reason unless the parent or guardian of the pupil has been provided written notice of intent to remove the pupil no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the pupil or the pupil’s parent or guardian or, if the pupil is a foster child or youth or a homeless child or youth, the pupil’s educational rights holder, and shall inform the pupil, the pupil’s parent or guardian, or the pupil’s educational rights holder of the right to initiate the procedures specified in clause (ii) before the effective date of the action. If the pupil’s parent, guardian, or educational rights holder initiates the procedures specified in clause (ii), the pupil shall remain enrolled and shall not be removed until the charter school issues a final decision. For purposes of this clause, “involuntarily removed” includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions specified in clauses (i) and (ii)” (Ed. Code § 47605(c)(5)(J)).

General Provisions

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

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

Charter School shall ensure that its staff is knowledgeable about and complies with the District’s Discipline Foundation Policy and/or current equivalent policy. Charter School shall

comply with the terms of the School Discipline Policy and School Climate Bill of Rights resolution adopted by the LAUSD Board of Education on May 6, 2013.

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

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

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

Homework to Suspended Students

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

Students with Disabilities

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

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

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

Notification of the District

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

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

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

Outcome Data

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

Rehabilitation Plans

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

Readmission

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

Reinstatement

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

Gun-Free Schools Act

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

School Climate and Student Discipline System

PUENTE Charter School recognizes that appropriate school behavior is critical to the academic success and creating an effective learning community. A strong discipline foundation policy should minimize the loss of student instruction time due to removal from classes caused by misbehavior.

Effective teaching and modeling of school appropriate behavior is the responsibility of every adult at PUENTE.

Effective school discipline includes the establishment of high standards of behavior, time for students to learn appropriate behavior, and fair and appropriate consequences for failure to meet behavior standards. Students share in the responsibility to uphold and respect the high standards of school behavior that contribute to the ability of all to learn.

Effective discipline maximizes the amount of time student and staff spent on effective teaching and learning and minimizes the amount of student and staff attention directed toward behavior that disrupts the learning process.

Effective discipline also considers the age and development of the student in framing instruction of appropriate behavior and consequences for misbehavior. It is educational not punitive and includes building relationships and using restorative practices to reengage students in their learning community.

PUENTE Charter School is committed to helping children grow academically, socially, and emotionally. In order for this to happen, it is imperative that we have an environment that is safe and conducive for growth. By setting forth clear social and behavioral expectations for everyone who enters our campus, and directly teaching students about those expectations, it is our goal to create a safe and positive atmosphere for optimal learning.

Our school-wide behavior plan is based on Positive Behavioral Interventions and Supports.

Positive Behavioral Interventions and Supports (PBIS/Restorative Justice)

The discipline policy PUENTE Charter School will adhere to a Positive Behavioral Intervention and Support (PBIS) philosophy and Restorative Justice principles with modeling and reinforcement of positive behavior and lifestyle choices. A PUENTE guiding principle is to focus intentionally on a healthy and positive school climate. We use alternatives to suspensions to support students when behavioral missteps occur, which include teacher conversation, parent/family involvement and redirection.

Restorative Justice principles are based on principles that focus on building and maintaining positive relationships to create a strong school community and also includes processes to repair harm and restore relationships. Importantly, embedded in our instructional design are the on-

going opportunities for students to work cooperatively with each other, be respected and demonstrate respect for others, learn conflict resolution strategies, and take responsibility for his/her daily behavior.

During the term of its charter, PUENTE has maintained a zero percent expulsion/suspension rate. Our strong emphasis on the home-to-school connection with parent involvement and our instructional design contributes greatly to this outcome.

The PUENTE instructional team members are trained during professional development meetings to use effective (PBIS/Restorative Justice) classroom management strategies to maximize instruction and minimize student misbehavior, and how to understand, distinguish, and address different types of behaviors. Our school-wide and classroom management systems are built on the philosophy that effective management means that more time is spent on proactive strategies rather than reactive strategies.

We use an effective range of lower-level consequences (non-verbal cues, conferencing with student, loss of privileges, etc.). Positive reinforcements in building our positive school culture include first to choose a play activity and reflective consequences include not being able to participate in an activity. 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:

- A verbal warning
- Individual conference with the teacher
- Loss of privileges
- Individual behavior contract with parent involvement
- Referral to the Principal or other designated school staff member
- Notice to parent/guardian by telephone or letter

Cumulative Discipline Agreement Plan			
Transgression	Description	Examples of Transgression	Action Taken by Teachers/Staff
<u>Tier 1</u> Mild Behavioral Violation	A mild behavioral violation negatively impacts the classroom flow.	• Inappropriate language • Making noises • Not following classroom rules • Off task • Disrespectful comments	• Redirect • Seat changes • "Teachable moment" • Private conversation with student • Communication with parent
<u>Tier 2</u> Moderate Behavioral Violation	A mild behavioral violation considerably impacts the classroom flow. Teacher will complete Behavioral Documentation Form	• Abusive language/comments • Threats • Bullying • Physical attack • Leaves class without permission • Theft • Destruction of school property • Defiance (continued mild behavioral violations)	• Restorative justice consequences (following through with repairing relationships) • Parent conference • Behavior contract • Apology(ies) to party/ies harmed • Loss of student privileges • Special assignment related to violation
<u>Tier 3</u> Severe Behavioral Violation	A severe behavioral violation involves serious violations that break the school Code of Conduct and/or California law.	• Persistent bullying • Fighting, physical aggression • Physical attack to student/staff • Vandalism • Graffiti • Possession of weapons or look-alike weapons • Possession of a prohibited item • Sexual harassment • Sexual assault • Hate speech • Fighting	• Restorative justice consequences • Parent conference • Behavior contract • Special assignment related to violation • Counseling referral (if applicable) • Suspension and/or expulsion (depending on violation) • Citation/arrest (depending on violation) • Other responses as determined by the CEO and Principal.

*It is important to note that these lists are examples of behaviors and responses and there are behaviors and responses that are not listed.

Behavior that violates the Charter School's discipline policy and significantly disrupts the learning environment or poses a safety risk to students and staff require an office discipline referral ("ODR"), which will be documented on the PUENTE Infinite Campus database and on the Panorama Data System for the purposes of affecting change. It is important to note that all school stakeholders have a vested interest in creating a positive and safe learning environment for all students and staff.

Student Responsibilities:

- Take responsibility for their behavior and hold themselves to high standards
- Work to achieve at high levels
- Come to school every day, on time, ready to learn
- Follow school and classroom expectations and rules
- Participate as members of the learning community
- Treat teachers, administrators, staff, other students and themselves with respect
- Help teachers and other students understand their culture and learn about and be respectful of the cultures of others
- Model positive behavior
- Participate in problem solving for individual and Charter School concerns

Family Responsibilities:

- Take responsibility for the behavior of their student as determined by law, community practice and school expectations
- Participate in and support PUENTE Charter School activities
- Teach students to be respectful of others and reinforce PUENTE Charter School expectations
- Model positive, respectful and appropriate school behavior
- Teach students that behavior has consequences
- Encourage and praise their student's achievements
- Discuss feedback on progress with their student
- Communicate with PUENTE Charter School staff to ensure that staff know and understand their student better and are better able to teach them effectively.

School Responsibilities:

- Ensure that PUENTE Charter School is welcoming to families of all cultures and backgrounds
- Develop a school wide behavior plan and share with staff, students and families
- Ensure that new teachers, administrators and other staff know and understand the school wide plan and regularly review the school plan with all staff
- Review outcomes and modify plan, with particular attention to whether the PUENTE Charter School is reducing the number of out of school suspensions
- Provide a process for addressing student concerns
- Implement a defined system for teaching the expectations at the beginning of the school year and periodically throughout the year; teach social skills to increase students' repertoire of appropriate responses
- Communicate PUENTE Charter School expectations to families
- Inform families of both their student's positive behavior and of behavior-related concerns
- Communicate with families whose students have been victimized at school
- Ensure that teams of teachers and support staff provide interdisciplinary problem solving and to address identified needs

- Staff will receive ongoing professional development in the areas of student discipline and behavior interventions

In-School Suspension

If the student poses no imminent danger or threat to the campus, students, or staff, PUENTE Charter School may use In-School Suspension for Tier III behaviors and it will be overseen by the Principal. The procedures are the same as out-of-school suspension. Students will serve the suspension in an instructional setting, on campus (in the main office or classroom) with appropriate supervision. The family of the suspended student will be notified by phone or an in-person meeting. The cause for suspension and interventions in place to support the student will be discussed during this notification, as well as the duration of the in-school suspension. Teachers will assign work and meet with the student during the day to ensure the student is accessing the educational assignments; teachers will follow up with parents as necessary regarding assigned schoolwork. The maximum number of days of in-school suspension will not exceed two days per incident and five days in one academic year.

Grounds for Out-of-School Suspension and Expulsion

This Element 10: Suspension and Expulsion Procedures Policy (“Policy”) has been established in order to promote learning and protect the safety and well-being of all students at the Charter School. In creating this Policy, the Charter School has reviewed Education Code Section 48900 *et seq.*, which describes the noncharter schools’ list of offenses and procedures, to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* PUENTE Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject to suspension or expulsion. PUENTE will notify CSD of any such change and request approval, either administratively or through the material revision process.

When the Policy is violated, it may be necessary to suspend or expel a student from regular classroom instruction. This Policy shall serve as PUENTE Charter School’s policy and procedures for student suspension and expulsion and it may be amended from time to time with approval from LAUSD. PUENTE Charter School staff shall enforce disciplinary rules and procedures fairly and consistently among all students. This Policy and its Procedures will be printed and distributed as part of the Parent/Student Handbook and 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 the 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.

Suspended or expelled students shall be excluded from all school and school-related activities unless otherwise agreed during the period of suspension or expulsion.

No student shall be involuntarily removed by PUENTE Charter School for any reason unless the parent or guardian of the student has been provided written notice of intent to remove the student no less than five schooldays before the effective date of the action. The written notice shall be in the native language of the student or the student's parent or guardian or, if the student is a foster child or youth or a homeless child or youth, the student's educational rights holder, and shall inform him or her of the right to initiate the procedures specified below for suspensions, before the effective date of the action. If the student's parent, guardian, or educational rights holder initiates the procedures specified below for suspensions, the student shall remain enrolled and shall not be removed until PUENTE Charter School issues a final decision. As used herein, "involuntarily removed" includes disenrolled, dismissed, transferred, or terminated, but does not include suspensions or expulsions pursuant to the suspension and expulsion procedures described below.

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; d) during, going to, or coming from a school-sponsored activity.

Enumerated Offenses: Discretionary Suspension Offenses. Students may be suspended for any of the following acts when it is determined the pupil:

- 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, sold or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code 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 his or her own prescription products by a pupil.
- 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) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- n) 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.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, “hazing” means a method of initiation or preinitiation into a pupil 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 pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.
- q) 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 section, “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 his or her own safety or for his or her 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 his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, 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 section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) 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 section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) 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 section shall apply to pupils in any of grades 4 to 12, inclusive.

- u) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
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- 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 his or her age, or for a person of his or her 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 his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by PUENTE 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 pupil for the purpose of having one or more of the effects listed in subparagraph above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil 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

pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

iii. An act of cyber sexual bullying.

- a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil 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 clause, “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.

- a. A pupil 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 pupil 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).
- b. Possessed, sold, or otherwise furnished any knife 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 Director or designee’s concurrence.

2. Non-Discretionary Suspension Offenses: Students must be suspended and recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee’s concurrence.
- b) Brandishing a knife at another person.
- c) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
- d) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.

- e) Possession of an explosive.

3. Discretionary Expellable Offenses: Students may be recommended for expulsion for any of the following acts when it is determined the pupil:

- 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, sold 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 his or her own prescription products by a pupil.
- 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) Committed or attempted to commit a sexual assault as defined in Penal Code Sections 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code Section 243.4.
- n) 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.
- o) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- p) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or preinitiation into a pupil

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 pupil. For purposes of this section, “hazing” does not include athletic events or school-sanctioned events.

- q) 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 section, “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 his or her own safety or for his or her 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 his or her immediate family.
- r) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, 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 section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) 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 section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) 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 section shall apply to pupils in any of grades 4 to 12, inclusive.

- u) 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 his or her age, or for a person of his or her 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 his or her physical or mental health.
 - iii. Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv. Causing a reasonable student to experience substantial interference with his or her 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 pupil for the purpose of having one or more of the effects listed in subparagraph above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil 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 pupil or a profile using the likeness or

attributes of an actual pupil other than the pupil who created the false profile.

- iii. An act of cyber sexual bullying.
 - a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil 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 clause, “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.
- iv. 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.
- v) A pupil 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 pupil 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).
- w) Possessed, sold, or otherwise furnished any knife 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 Director or 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 pupil:

- a) Possessed, sold, or otherwise furnished any firearm or explosive unless, in the case of possession of any object of this type, the students had obtained written permission to possess the item from a certificated school employee, with the Director or designee’s concurrence.
- b) Brandishing a knife at another person.

- c) Unlawfully selling a controlled substance listed in Chapter 2 (commencing with Section 11053) of Division 10 of the Health and Safety Code.
- d) Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 or committing a sexual battery as defined in subdivision (n) of Section 48900.
- e) Possession of an explosive.

If it is determined by an Administrative Panel during an expulsion hearing or the Board of Directors in an expulsion appeal that a student has brought a fire arm 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 dangerous 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 pupil shall be provided due process rights of notice and a hearing as required in this policy.

The term “firearm” means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device. Such term does not include an antique firearm.

The term “destructive device” means (A) any explosive, incendiary, or poison gas, including but not limited to: (i) bomb, (ii) grenade, (iii) rocket having a propellant charge of more than four ounces, (iv) missile having an explosive or incendiary charge of more than one-quarter ounce, (v) mine, or (vi) device similar to any of the devices described in the preceding clauses.

Suspension Procedure (for in-school and out-of-school suspensions)

The process for investigating incidents and collecting evidence will be fair and thorough. Suspensions shall be initiated according to the following procedures:

1. Conference

Suspension shall be preceded, if possible, by a conference conducted by the Principal or the Principal designee, the Vice Principal, with the student and his or her parent and, whenever practical, the teacher, supervisor or Charter School employee who referred the student to the Director or designee.

The conference may be omitted if the Principal or designee determines that an emergency situation exists. An “emergency situation” involves a clear and present danger to the lives, safety or health of students or 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 pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and

evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two school days of when the student was suspended, unless the pupil's parent/guardian waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with Charter School officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

2. Notice to Parents/Guardians

At the time of the suspension, the Principal or designee shall make a reasonable effort to contact the parent/guardian by telephone or in person when the parent comes to the Charter School. Whenever a student is suspended, the Principal or designee shall notify the parent/guardian in writing of the suspension and the date of return following suspension. This notice shall state the specific offense committed by the student. In addition, the notice shall also state the date and time when the student may return to school. If the Principal or designee wish to ask the parent/guardian to participate in another meeting or phone conference 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

Out-of-school suspensions, when not including a recommendation for expulsion, shall not exceed five (5) consecutive school days per suspension. Suspensions shall not exceed twenty (20) school days in one school year, unless for purposes of adjustment, a pupil enrolls in or is transferred to another regular school, an opportunity school or class, or a continuation education school or class, in which case the total number of school days for which the pupil may be suspended shall not exceed thirty (30) school days in any school year. Upon a recommendation of expulsion by the Director or Director's designee, the pupil and the pupil's parent/guardian or representative will be invited to a conference to determine if the suspension for the pupil 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 pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference. This determination will be made by the Director or designee upon either of the following: 1) the pupil's presence will be disruptive to the education process; or 2) the pupil poses a threat or danger to others.

Upon either determination, the pupil's suspension will be extended pending the results of an expulsion hearing. The student will receive meaningful access to education during suspension, and will have the opportunity to complete instructional activities missed due to his or her suspension. Suspended students will be able to communicate with designated classrooms teacher(s) or administrator(s) for any questions and for evaluation of work, and shall receive homework assignments and modified instruction during their suspension and be provided the opportunity to make up any missed exams.

Authority to Expel

As required by Education Code Section 47605(b)(5)(J)(ii), students recommended for expulsion are entitled to a hearing adjudicated by a neutral Administrative Panel to determine whether the student should be expelled. The procedures herein provide for such a hearing and the notice of said hearing, as required by law.

A student may be expelled by a neutral and impartial Administrative Panel following a hearing before it, and preceded by recommendation from the Principal. The Administrative Panel shall consist of at least three members who are certificated employees and neither a teacher of the pupil nor a Board member of the Charter School's governing board. The Administrative Panel shall be presided over by a designated neutral hearing chairperson. The Charter School's Board will appoint an impartial Administrative Panel. The Administrative Panel may expel any student found to have committed an expellable offense.

A student and his or her parents may appeal an expulsion decision by the Administrative Panel to the Charter School's Board, which will make the final determination. Following the appeal hearing, the Board will make a final decision based on the information presented at the appeal hearing by the parent(s)/guardian(s) and information from the original expulsion hearing.

Expulsion Procedures

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled. The interim placement for students who are suspended pending expulsion hearing and expulsion appeal hearing will be in accordance with the Alternative Educational Placement MOU with the District. If requested by the student through his or her representative, and unless postponed for good cause by the Principal, designee, or Administrative Panel, the hearing shall be held within thirty (30) school days after the Principal or designee determines that the student has committed an expellable offense and recommends the student for expulsion.

The Administrative Panel will hold a hearing on the case, and will make a determination whether to expel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the student through his or her representative makes a written request for a public hearing no later than three (3) days prior to the hearing.

Written notice of the hearing shall be forwarded by the Principal or designee 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 pupil. The notice shall include:

1. The date and place of the expulsion hearing;
2. A statement of the specific fact(s), charge(s) and offense(s) 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;
9. A statement that the pupil's parent/guardian may request a postponement of the hearing for good cause;
10. A statement that the parent/guardian can request reasonable accommodations or language support if needed during the hearing.

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 Administrative Panel. Copies of these sworn declarations, redacted to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five-day notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.
2. The Charter School must also provide the victim a room separate from the hearing room for the complaining witness' use prior to and during breaks in testimony.
3. At the discretion of the Administrative Panel, the complaining witness shall be allowed periods of relief from examination and cross-examination during which he or she may leave the hearing room.
4. The Administrative Panel may also arrange the seating within the hearing room to facilitate a less intimidating environment for the complaining witness.
5. The Administrative Panel may also limit time for taking the testimony of the complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours.

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

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. A copy of the recording is available to the pupil, parent, or guardian with five (5) business days of a written request.

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, such as but not limited to testimony or documentary evidence of a similar nature as that used in other types of hearings or official proceedings. A determination by the Administrative Panel 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 Administrative Panel determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

For discretionary expellable offenses, evidence must also be presented that supports at least one of the following additional findings: 1) other means of correction are not feasible or have repeatedly failed to bring about proper conduct; or 2) due to the nature of the act, the presence of the student causes a continuing danger to the physical safety of the student or others.

If, due to a written request by the pupil, the hearing is held at a public meeting, and the charge is committing or attempting to commit a sexual assault or committing a sexual battery as defined in Education Code Section 48900, a complaining witness shall have the right to have his or her testimony heard in a session closed to the public.

The decision of the Administrative Panel shall be in the form of written findings of fact.

If the Administrative Panel decides not to expel, the pupil shall immediately be returned to his/her educational program.

Written Notice to Expel

The Principal or designee, the Vice Principal, following a decision of the Administrative Panel to expel, shall, within seven (7) calendar days of the decision, send written notice of the decision to expel, including the Administrative Panel's adopted findings of fact, to the student or parent/guardian. This notice shall also include the following: (a) Notice of the specific offense(s) committed by the student; (b) Notice of appeal rights/procedures; and (c) 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.

The Principal or designee shall send a copy of the written notice of the decision to expel to LAUSD. This notice shall include the following: (a) The student's name; and (b) The specific expellable offense committed by the student.

Disciplinary Records

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

Right to Appeal

Parents/Guardians may appeal the expulsion decision of the Administrative Panel by making a written request and submitting it to the Board within fifteen (15) school days of the expulsion decision. The student will be considered suspended until a Board meeting is convened [within thirty (30) days] at which time the parent(s)/guardian(s) must attend to present their appeal. Reasonable accommodations will be made, and language support offered, for students and parents/guardians who wish to appeal. Following the appeal hearing, the Board will make a final decision based on the information presented at the appeal hearing by the parent(s)/guardian(s) and information from the original expulsion hearing. The Principal or designee will send written notice to the student or parent/guardian of the Board's decision within seven (7) calendar days of the appeal hearing. The Charter School Board's decision to uphold the administrative panel's decision to expel shall be final.

Expelled Pupils/Alternative Education

PUENTE Charter School shall work cooperatively with parents/guardians to assist with locating alternative placements during expulsion, including but not limited to assisting parents/guardians with referrals to the school district of residence or County Office of Education.

Rehabilitation Plans

Students who are expelled from PUENTE Charter School shall be given a rehabilitation plan upon expulsion as developed by the Administrative Panel, 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 when the student may reapply to PUENTE Charter School for readmission, which shall be no later than one year from the date of the expulsion.

Readmission

The decision to readmit a previously expelled student, or to admit a previously expelled student from another school, shall be in the sole discretion of the Principal following a meeting with the student and the parent/guardian to determine whether the student has successfully completed their rehabilitation plan (if applicable) and whether the student poses a threat to others or will be disruptive to the school environment. The student's readmission is also contingent upon PUENTE Charter School's capacity at the time the student seeks admission.

Students with Disabilities

A student identified as an individual with disabilities or for whom PUENTE 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. PUENTE Charter School will follow all applicable federal and state laws when imposing any form of discipline on a student identified as an individual with disabilities, including any required services during

suspension, 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.

ELEMENT 11: EMPLOYEE RETIREMENT SYSTEMS

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

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

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

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

Certificated and Classified Employees & Other Employees

Staff of PUENTE Charter School will participate in the Federal Social Security System and PUENTE Learning Center’s 403(b) retirement plan in accordance with eligibility guidelines that were established for employees, both certificated and classified. The 403(b) plan is administered through TIAA-CREF. Employees will contribute desired percentage to designated plan and PUENTE will contribute up to 6% of salary, depending on length of employment. The PUENTE 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.

PUENTE VP of Finance & Administration and Director of Human Resources will be responsible for ensuring that appropriate arrangements for the retirement coverage have been made.

ELEMENT 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

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

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

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

No student may be required to attend PUENTE Charter School.

To inform parents and students of their public school attendance alternatives, the District's open enrollment period is well publicized by the Charter School and parents are assisted as needed with documentation and locations of neighboring schools. The parents of students matriculating to middle school from the PUENTE Charter School are especially interested in their options for middle school enrollment. During the months of November and December, all charter middle schools in the area are invited to present school options at parent informational meetings at the PUENTE Charter School facility outside of school hours. LAUSD Magnet, Permits With Transportation and open enrollment program information is also shared with PUENTE Charter School parents and guardians.

ELEMENT 13: RIGHTS OF DISTRICT EMPLOYEES

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

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

ELEMENT 14: MANDATORY DISPUTE RESOLUTION

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

General Provisions

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

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

PROPOSITION 39 DISPUTES

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

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

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

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

Los Angeles, California 90017

Director/Principal
PUENTE Charter School
501 S. Boyle Ave.
Los Angeles, CA 90033

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

NON-PROPOSITION 39 DISPUTES

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

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

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

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

Director/Principal
PUENTE Charter School
501 S. Boyle Ave.
Los Angeles, CA 90033

- 2) A written response ("Written Response") shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been otherwise resolved by mutual agreement, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American

Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

- 5) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.

ELEMENT 15: CHARTER SCHOOL CLOSURE PROCEDURES

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

REVOCATION OF THE CHARTER

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

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

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

Pursuant to Education Code section 47607.3, a charter school identified for needing assistance and provided advice and assistance from the California Collaborative for Educational Excellence based on failure to satisfy state evaluation rubrics may be subject to revocation.

CLOSURE ACTION

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

CLOSURE PROCEDURES

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

Designation of Responsible Person(s) and Funding of Closure

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

Notification of Closure Action

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

1. The LAUSD Charter Schools Division (CSD). Charter School shall provide the CSD with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the source, location, and management of the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the CSD with a copy of the governing board resolution or minutes that documents its Closure Action.
2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the CSD.
3. Los Angeles County Office of Education (LACOE). Charter School shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
5. The retirement systems in which Charter School’s employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Los Angeles County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and

reporting. Charter School shall provide a copy of these notifications and correspondence to the CSD.

6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the CSD.
7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.
8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

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

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

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

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

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

1. Information on how to enroll or transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of the student's cumulative record and other records, including but not limited to grade reports,

discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results

3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

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

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

Records Retention and Transfer

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

1. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This

electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.

4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).
7. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.
8. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
9. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

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

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

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

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

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

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

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

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

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

Disposition of Liabilities and Assets

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

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

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

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

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

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

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

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

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

The specific position that will serve as the charter school's closure agent in the event that the charter school closes is the Chief Executive Officer.

Additional Provisions

FACILITIES

Charter School shall comply with all geographic and site limitations and related requirements set forth in Education Code sections 47605.1, 47602(a), and 47605(a).

District-Owned Facilities

If Charter School is using District facilities as of the date of the submission of this charter petition or takes occupancy of District facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by the District for the use of the District facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.

The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation.

For a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process, the term may be co-terminous with the approved Charter, as permitted by law. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the LAUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.

Charter School acknowledges and agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. Charter School shall comply with all District health, safety, and emergency procedures and requirements and shall be subject to inspection by the District's Facilities Services Division, OEHS, and other District offices in the same manner

as other LAUSD campuses. All District facilities (i.e., schools) will remain subject to those laws applicable to public schools.

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

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

- Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. Separate and apart from its right as authorizer to observe and inspect any part of the charter school at any time pursuant to Education Code 47607(a)(1), the District shall have and reserves the right to inspect District facilities upon reasonable notice to Charter School.
- Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
- Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
- Programs, Services, and Activities Outside Instructional Program; Third Party Vendors:
 - (i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term "instructional program" is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on "average daily attendance" and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.
 - (ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions

of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.

- Minimum Payments or Charges to be Paid to District Arising from the Facilities:

- (i) Pro Rata Share: The District shall collect, and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and

- (ii) Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.

- Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.

- (i) Co-Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.

- (ii) Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.

- Real Property Insurance: Prior to occupancy, Charter School shall satisfy requirements to participate in LAUSD's property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall **not** have the option of obtaining and maintaining separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

Non-District-Owned Facilities

Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the CSD. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the CSD for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

Facility Compliance: Prior to occupancy or use of any non-District-owned school site and/or facility, Charter School shall ensure that the site and/or facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, and notices issued by any authorized building and safety agency. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and shall promptly provide such documentation to the CSD upon request.

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

Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

INSURANCE

Insurance Requirements

No coverage shall be provided to Charter School by the District under any of the District's self-insured programs or commercial insurance policies. Charter School shall secure and maintain, at a minimum, insurance as set forth below with insurance companies acceptable to the District

[A.M. Best A-, VII or better] or the equivalent provided through a California Joint Powers Authority self-insurance program to protect Charter School from claims which may arise from its operations. Each Charter School location shall meet the below insurance requirements individually.

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

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment, or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.
5. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.

7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy. Whether this coverage is separately issued or included by endorsement to another policy, such coverage shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.
8. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
9. Excess/Umbrella Liability insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies and alternative methods of coverage as approved by the District. Where specifically required above, and with respect to any other coverage for which such endorsements and/or provisions are available, each policy shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.

Evidence of Insurance

Charter School shall furnish to the District's Division of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28th Floor, Los Angeles CA 90017 at the outset of the Charter agreement and within 30 calendar days of the inception or effective date of any new policies, renewals, or changes, certificates of insurance evidencing such coverage and signed by authorized representatives of the insurance carrier. Certificates shall be endorsed as follows:

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

With respect to the coverages for which additional insured status is required as set forth above, the certificate(s) of insurance shall reflect Los Angeles Unified School District's and Its Board of Education's status as named additional insureds thereunder, and shall attach a copy of the endorsement(s) extending such coverage.

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

Should Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to Charter School, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of Charter School.

Hold Harmless/Indemnification Provision

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever, arising out of, or relating to, this Charter agreement. Charter School further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by Charter School and/or its officers, directors, employees or volunteers. Moreover, Charter School agrees to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors.

FISCAL MATTERS

District Oversight Costs

The District may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School's revenue, or the District may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Cash Reserves

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.

Third Party Contracts

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of, Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including but not limited to licensing and permit requirements as well as requirements related to protection of health and safety.

Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

Student Body Funds

Charter School shall supervise and manage any and all student body funds in a manner consistent with the provisions of Education Code sections 48930-48938. Charter School shall include and address student body funds in its financial reports, and ensure that such funds are included and addressed in Charter School's annual audit as a stand-alone item.

Audit and Inspection of Records

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

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

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

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

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

Fiscal Policies and Procedures

Charter School shall establish, maintain, and implement sound fiscal policies and procedures, including but not limited to internal controls governing all financial and business-related activities.

Apportionment Eligibility for Students Over 19 Years of Age

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

Local Control and Accountability Plan

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a "listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)" of section 47606.5(a). (Ed. Code § 47606.5(b).)

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ADDENDUM

Assurances, Affirmations, and Declarations

[Charter School] (also referred to herein as “[short form of school name]” and “Charter School”) shall:

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

characteristics described in Education Code section 47605(e)(2)(B)(iii). (Ed. Code § 47605(e)(4).)

- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil's last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. (Ed. Code § 47605(e)(3).)
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(d)(1).)
- Consult, on a regular basis, with Charter School's parents, legal guardians, and teachers regarding the school's educational programs. (Ed. Code § 47605(d)(2).)

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

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

Element 1 – The Educational Program

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

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

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

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

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

ACADEMIC CALENDAR AND SCHEDULES

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

MATHEMATICS PLACEMENT

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

TRANSITIONAL KINDERGARTEN

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

WASC ACCREDITATION

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

ENGLISH LEARNERS

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

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

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

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

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

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

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

STUDENTS WITH DISABILITIES

Federal Law Compliance

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

Special Education Program

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

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

SELPA Reorganization

The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code section 56195.1(a). As a single-District SELPA, the District has

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

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

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

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

Element 2 – Measurable Pupil Outcomes and

Element 3 – Method by which Pupil Progress Toward Outcomes will be Measured

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

priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served by the charter school.” (Ed. Code § 47605(c)(5)(B).)

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

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

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

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

STANDARDIZED TESTING

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

Element 4 – Governance

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

GENERAL PROVISIONS

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

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

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

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

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

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

LEGAL AND POLICY COMPLIANCE

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

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

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

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

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

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

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

TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES

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

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

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

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

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

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

RESPONDING TO INQUIRIES

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

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

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

NOTIFICATION OF THE DISTRICT

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

STUDENT RECORDS

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

PARENT ENGAGEMENT

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

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

FEDERAL PROGRAM COMPLIANCE

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

Element 5 – Employee Qualifications

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

EQUAL EMPLOYMENT OPPORTUNITY

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

ESEA/ESSA AND CREDENTIALING REQUIREMENTS

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

Element 6 – Health and Safety Procedures

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

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

(ii) For all schools, the development of a school safety plan, which shall include the safety topics listed in subparagraphs (A) to (K), inclusive, of paragraph (2) of subdivision (a) of Section 32282.

For schools serving pupils in any of grades 7 to 12, inclusive, the development of a school safety plan shall also include the safety topic listed in subparagraph (L) of paragraph (2) of subdivision (a) of Section 32282

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

HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN

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

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

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

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

Comprehensive School Safety Plan

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

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

CHILD ABUSE AND NEGLECT MANDATED REPORTER TRAINING

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

Medication in School

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

ATHLETIC PROGRAMS

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

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

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

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

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

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

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

of Records status for each Custodian of Records. Charter School, including its administrators and officers, shall comply with the requirements of Education Code section 44030.5.

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

TRANSPORTATION SERVICES

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

WORKPLACE VIOLENCE PREVENTION PLAN

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

HOMICIDE THREATS

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

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

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

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

MENTAL HEALTH EDUCATION

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

MENTAL HEALTH INFORMATION

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

SAFE PLACE TO LEARN ACT

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

GUN SAFETY NOTICE

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

SUICIDE PREVENTION POLICY

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

HUMAN TRAFFICKING PREVENTION RESOURCES

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

FEMININE HYGIENE PRODUCTS

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

ALL GENDER RESTROOMS

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

NUTRITIONALLY ADEQUATE FREE OR REDUCED-PRICE MEAL

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

RECESS

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

CALIFORNIA HEALTHY YOUTH ACT

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

BULLYING PREVENTION

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

LGBTQ RESOURCES TRAINING

Charter School recognizes that it is encouraged to use schoolsite and community resources developed by the State Department of Education for the support of lesbian, gay, bisexual, transgender, queer, and questioning (LGBTQ) pupils to provide training at least once every 2

years to teachers and other certificated employees at each Charter School schoolsite that serves pupils in grades 7 to 12, to increase support for LGBTQ pupils and thereby improve overall school climate. (Ed. Code § 218.)

TRANSPORTATION SAFETY PLAN

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

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

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

COURT-ORDERED INTEGRATION

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

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

The District receives neither average daily attendance allocations nor Court-ordered Integration Program cost reimbursements for charter school students. The District may receive the Targeted Instructional Improvement Block Grant (TIIBG) for its Court-ordered Integration Program. The

District retains sole discretion over the allocation of TIIBG funding, where available, and cannot guarantee the availability of this funding.

Element 8 – Admission Policies and Procedures

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

DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

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

HOMELESS AND FOSTER YOUTH

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

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

NON-DISCRIMINATION

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

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

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

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

PREGNANT AND PARENTING STUDENT ACCOMMODATIONS

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

SEXUAL HARASSMENT POLICY NOTICE

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

If the charter school offers competitive athletics, annually post on the school's web site or on the web site of the charter operator the total enrollment of the school classified by gender, the number of students who participate in competitive athletics classified by gender, and the number of boys' and girls' teams classified by sport and by competition level. If Charter School

operates multiple school sites, this information shall be disaggregated by school site. (Ed. Code § 221.9.)

Element 9 – Annual Financial Audits

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

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

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

- k. Provisional Budget – Spring prior to operating fiscal year
- l. Final Budget – July of the budget fiscal year
- m. First Interim Projections – November of operating fiscal year
- n. Second Interim Projections – February of operating fiscal year
- o. Unaudited Actuals – July following the end of the fiscal year
- p. Audited Actuals – December 15 following the end of the fiscal year
- q. Classification Report – monthly according to Charter School’s Calendar
- r. Statistical Report – monthly according to Charter School’s Calendar of Reports

In addition:

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

Element 10 – Suspension and Expulsion Procedures

“The procedures by which pupils can be suspended or expelled from the charter school for disciplinary reasons or otherwise involuntarily removed from the charter school for any reason. These procedures, at a minimum, shall include an explanation of how the charter school will

comply with federal and state constitutional procedural and substantive due process requirements that is consistent with all of the following:

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

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

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

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

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

(iv) A foster child's educational rights holder, attorney, and county social worker and an Indian child's tribal social worker and, if applicable, county social worker shall have the same rights a parent or guardian of a child has to receive a suspension notice, expulsion notice, manifestation determination notice, involuntary transfer notice, and other documents and related information." (Ed. Code § 47605(c)(5)(J).)

GENERAL PROVISIONS

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

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

Charter School shall ensure that its staff is knowledgeable about and complies with the District's Discipline Foundation Policy and/or current equivalent policy.. Charter School shall comply with

the terms of the School Discipline Policy and School Climate Bill of Rights resolution adopted by the LAUSD Board of Education on May 6, 2013.

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

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

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

HOMEWORK TO SUSPENDED STUDENTS

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

STUDENTS WITH DISABILITIES

Charter School shall establish and implement policies and procedures to ensure full compliance with federal and state laws and regulations regarding the discipline of students with disabilities. If a student is recommended for expulsion and the student receives or is eligible for special education, pending the completion of the expulsion process, Charter School shall identify and

provide special education programs and services at an appropriate interim educational placement determined in coordination with the LAUSD Division of Special Education.

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

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

NOTIFICATION OF THE DISTRICT

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

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

Notwithstanding and apart from the documentation sent to the Charter Schools Division as indicated above, if the student is a resident of a school district other than LAUSD, Charter School must notify the superintendent of the student’s district of residence within 30 days of the expulsion. Additionally, upon request of the receiving school district, Charter School shall forward

student records no later than 10 school days from the date of the request as stated in Education Code section 49068 (a) and (b).

OUTCOME DATA

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

REHABILITATION PLANS

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

READMISSION

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

REINSTATEMENT

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

GUN-FREE SCHOOLS ACT

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

Element 11 – Employee Retirement Systems

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

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

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

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

Element 12 – Public School Attendance Alternatives

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

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

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

Element 13 – Rights of District Employees

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

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

Element 14 – Mandatory Dispute Resolution

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

GENERAL PROVISIONS

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

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

PROPOSITION 39 DISPUTES

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

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

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

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

Director/Principal
[Charter School Name]
[Charter School Address]

- 7) A written response ("Written Response") shall be tendered to the other party within fifteen (15) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 8) If the Dispute has not been resolved by mutual agreement from the Written Response, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 9) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15)

business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, and conclude within forty (40) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.

- 10) If the mediation is not successful, either party may then initiate a civil action. Venue for any civil action between the parties shall be the Los Angeles County Superior Court.

NON-PROPOSITION 39 DISPUTES

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

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

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

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

Director/Principal
[Charter School]
[Charter School Address]

- 7) A written response ("Written Response") shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification or other date as

determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.

- 8) If the Dispute has not been otherwise resolved by mutual agreement, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 9) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 10) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.

Element 15 – Charter School Closure Procedures

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

REVOCATION OF THE CHARTER

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

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

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

Pursuant to Education Code section 47607.3, a charter school identified for needing assistance and provided advice and assistance from the California Collaborative for Educational Excellence based on failure to satisfy state evaluation rubrics may be subject to revocation.

CLOSURE ACTION

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

CLOSURE PROCEDURES

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

Designation of Responsible Person(s) and Funding of Closure

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

Notification of Closure Action

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

9. The LAUSD Charter Schools Division (CSD). Charter School shall provide the CSD with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the source, location, and management of the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the CSD with a copy of the governing board resolution or minutes that documents its Closure Action.
10. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the CSD.
11. Los Angeles County Office of Education (LACOE). Charter School shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
12. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
13. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Los Angeles County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of these notifications and correspondence to the CSD.
14. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the CSD.

15. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.
16. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

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

5. The effective date of the closure of Charter School
6. The name(s) and contact information for the person(s) handling inquiries regarding the closure
7. The students' school districts of residence
8. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

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

3. A description of the circumstances of the closure
4. The location of student and personnel records

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

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

Notification of employees and vendors shall include:

4. The effective date of the closure of Charter School

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

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

Records Retention and Transfer

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

10. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
11. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.
12. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.
13. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
14. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.

15. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).
16. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.
17. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
18. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

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

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

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

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

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted

accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not LAUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

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

5. Preliminary budgets
6. Interim financial reports
7. Second interim financial reports
8. Final unaudited reports

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

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

Disposition of Liabilities and Assets

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

5. Charter School, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.
6. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.

7. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
8. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

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

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

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

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

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

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

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

Additional Provisions

FACILITIES

Charter School shall comply with all geographic and site limitations and related requirements set forth in Education Code sections 47605.1, 47602(a), and 47605(a).

District-Owned Facilities

If Charter School is using District facilities as of the date of the submission of this charter petition or takes occupancy of District facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by the District for the use of the District facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.

The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation.

For a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process, the term may be co-terminous with the approved Charter, as permitted by law. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the LAUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.

Charter School acknowledges and agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. Charter School shall comply with all District health, safety, and emergency procedures and requirements and shall be subject to inspection

by the District's Facilities Services Division, OEHS, and other District offices in the same manner as other LAUSD campuses. All District facilities (i.e., schools) will remain subject to those laws applicable to public schools.

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

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

- Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. Separate and apart from its right as authorizer to observe and inspect any part of the charter school at any time pursuant to Education Code 47607(a)(1), the District shall have and reserves the right to inspect District facilities upon reasonable notice to Charter School.
- Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
- Leasing; Licensing: Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
- Programs, Services, and Activities Outside Instructional Program; Third Party Vendors:
 - (i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term "instructional program" is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on "average daily attendance" and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.
 - (ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may

be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.

- Minimum Payments or Charges to be Paid to District Arising from the Facilities:

- (iii) Pro Rata Share: The District shall collect, and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and

- (iv) Taxes; Assessments: Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.

- Maintenance & Operations Services: In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.

- (iii) Co-Location: If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.

- (iv) Sole Occupant: If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.

- Real Property Insurance: Prior to occupancy, Charter School shall satisfy requirements to participate in LAUSD's property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall **not** have the option of obtaining and maintaining separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

Non-District-Owned Facilities

Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the CSD. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the CSD for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

Facility Compliance: Prior to occupancy or use of any non-District-owned school site and/or facility, Charter School shall ensure that the site and/or facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, and notices issued by any authorized building and safety agency. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and shall promptly provide such documentation to the CSD upon request.

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

Asbestos Management: Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40 C.F.R. part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

INSURANCE

Insurance Requirements

No coverage shall be provided to Charter School by the District under any of the District's self-insured programs or commercial insurance policies. Charter School shall secure and maintain, at a minimum, insurance as set forth below with insurance companies acceptable to the District

[A.M. Best A-, VII or better] or the equivalent provided through a California Joint Powers Authority self-insurance program to protect Charter School from claims which may arise from its operations. Each Charter School location shall meet the below insurance requirements individually.

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

The following insurance policies are required:

5. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
6. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
7. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
8. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment, or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.
10. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
11. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.

12. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy. Whether this coverage is separately issued or included by endorsement to another policy, such coverage shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.
13. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
14. Excess/Umbrella Liability insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

Coverages and limits of insurance may be accomplished through individual primary policies or through a combination of primary and excess policies and alternative methods of coverage as approved by the District. Where specifically required above, and with respect to any other coverage for which such endorsements and/or provisions are available, each policy shall be endorsed to name the Los Angeles Unified School District and Its Board of Education as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting provisions in Charter School's policy.

Evidence of Insurance

Charter School shall furnish to the District's Division of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28th Floor, Los Angeles CA 90017 at the outset of the Charter agreement and within 30 calendar days of the inception or effective date of any new policies, renewals, or changes, certificates of insurance evidencing such coverage and signed by authorized representatives of the insurance carrier. Certificates shall be endorsed as follows:

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

With respect to the coverages for which additional insured status is required as set forth above, the certificate(s) of insurance shall reflect Los Angeles Unified School District's and Its Board of Education's status as named additional insureds thereunder, and shall attach a copy of the endorsement(s) extending such coverage.

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

Should Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to Charter School, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of Charter School.

Hold Harmless/Indemnification Provision

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever, arising out of, or relating to, this Charter agreement. Charter School further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by Charter School and/or its officers, directors, employees or volunteers. Moreover, Charter School agrees to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors.

FISCAL MATTERS

District Oversight Costs

The District may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School's revenue, or the District may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

Cash Reserves

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations.

Third Party Contracts

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of, Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including but not limited to licensing and permit requirements as well as requirements related to protection of health and safety.

Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

Student Body Funds

Charter School shall supervise and manage any and all student body funds in a manner consistent with the provisions of Education Code sections 48930-48938. Charter School shall include and address student body funds in its financial reports, and ensure that such funds are included and addressed in Charter School's annual audit as a stand-alone item.

Audit and Inspection of Records

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

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

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

following areas:

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

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

Fiscal Policies and Procedures

Charter School shall establish, maintain, and implement sound fiscal policies and procedures, including but not limited to internal controls governing all financial and business-related activities.

Apportionment Eligibility for Students Over 19 Years of Age

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

Local Control and Accountability Plan

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a "listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)" of section 47606.5(a). (Ed. Code § 47606.5(b).)