

**Charter Petition for  
Ánimo Avalon  
Charter Middle School  
California Public Charter Schools**



# TABLE OF CONTENTS

<b>ASSURANCES AND AFFIRMATIONS</b>	<b>3</b>
<b>GREEN DOT PUBLIC SCHOOLS – EXECUTIVE SUMMARY</b>	<b>4</b>
<b><i>ELEMENT 1: THE EDUCATIONAL PROGRAM</i></b>	<b>7</b>
<b><i>ELEMENT 2: MEASURABLE PUPIL OUTCOMES</i></b>	<b>41</b>
<b><i>ELEMENT 3: METHOD BY WHICH PUPIL PROGRESS TOWARD OUTCOMES WILL BE MEASURED</i></b>	<b>53</b>
<b><i>ELEMENT 4: GOVERNANCE</i></b>	<b>57</b>
<b><i>ELEMENT 5: EMPLOYEE QUALIFICATIONS</i></b>	<b>72</b>
<b><i>ELEMENT 6: HEALTH AND SAFETY PROCEDURES</i></b>	<b>82</b>
<b><i>ELEMENT 7: MEANS TO ACHIEVE RACIAL AND ETHNIC BALANCE</i></b>	<b>84</b>
<b><i>ELEMENT 8: ADMISSION REQUIREMENTS</i></b>	<b>88</b>
<b><i>ELEMENT 9: ANNUAL FINANCIAL AUDITS</i></b>	<b>91</b>
<b><i>ELEMENT 10: SUSPENSION AND EXPULSION PROCEDURES</i></b>	<b>93</b>
<b><i>ELEMENT 11: EMPLOYEE RETIREMENT SYSTEMS</i></b>	<b>106</b>
<b><i>ELEMENT 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES</i></b>	<b>107</b>
<b><i>ELEMENT 13: RIGHTS OF DISTRICT EMPLOYEES</i></b>	<b>108</b>
<b><i>ELEMENT 14: MANDATORY DISPUTE RESOLUTION</i></b>	<b>109</b>
<b><i>ELEMENT 15: EXCLUSIVE PUBLIC SCHOOL EMPLOYER</i></b>	<b>111</b>
<b><i>ELEMENT 16: CHARTER SCHOOL CLOSURE PROCEDURES</i></b>	<b>112</b>
<b>ADDITIONAL PROVISIONS</b>	<b>119</b>
<b><i>ADDITIONAL INFORMATION</i></b>	
<b>TEACHER SIGNATURES</b>	<b>126</b>
<b>FINANCIAL PLAN</b>	<b>127</b>
<b>FACILITY PLAN</b>	<b>132</b>
<b>COURT-ORDERED INTEGRATION PLAN</b>	<b>133</b>
<b>ATTENDANCE ACCOUNTING</b>	<b>134</b>
<b>SCHOOL CALENDAR</b>	<b>135</b>
<b>SERVICES PROVIDED BY GREEN DOT PUBLIC SCHOOLS</b>	<b>136</b>
<b>FUNDING MODEL – DIRECTLY FUNDED</b>	<b>140</b>
<b>DISSEMINATION OF PRACTICE</b>	<b>141</b>
<b>TEXTBOOK RECOMMENDATIONS</b>	<b>142</b>
<b>TEACHER’S UNION CONTRACT</b>	<b>143</b>
<b>ARTICLES OF INCORPORATION &amp; BYLAWS OF GREEN DOT PUBLIC SCHOOLS</b>	<b>144</b>
<b>PARENT STUDENT HANDBOOK</b>	<b>145</b>

## ASSURANCES AND AFFIRMATIONS

Ánimo Avalon Charter Middle School (also referred to herein as “Ánimo Avalon” or “Charter School”) shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. EC 47605(d)(1)
- Not charge tuition. EC 47605(d)(1)
- Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code. EC 47605(d)(1)
- Admit all pupils who wish to attend the school. EC 47605(d)(2)(A)
- Determine attendance by a public random drawing, if the number of pupils who wish to attend the charter school exceeds the school’s capacity. Preference shall be extended to pupils who currently attend the charter school and pupils who reside in the District. EC 47605(d)(2)(B)
- If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. EC 47605(d)(3)
- Meet all statewide standards and conduct the pupil assessments required pursuant to Educ. Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. EC 47605(c)(1)
- Consult, on a regular basis, with the charter school’s parents, legal guardians, and teachers regarding the school’s educational programs. EC 47605(c)(2)

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

## **GREEN DOT PUBLIC SCHOOLS – EXECUTIVE SUMMARY**

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

Green Dot Public Schools (“Green Dot”), a non-profit charter management organization, is leading the charge to transform public education in Los Angeles and beyond so that all children receive the education they need to be successful in high school, college, leadership and life. Green Dot’s efforts are helping to implement a small schools model for all schools and are raising the public's awareness about the need for high quality, small public high schools. Ultimately, Green Dot’s success will help ensure that all young adults in California receive the education they deserve to prepare themselves for high school, college, leadership and life.

Green Dot operates 19 successful charter schools, serving nearly 10,000 students, in some of the highest-need areas of Los Angeles. Our schools are located in the following communities: South Los Angeles, Watts, Boyle Heights, Inglewood, Lennox and Venice. Through our work at the high school level, we have recognized the need to enter students into our program earlier in their educational careers in order to ensure they are academically prepared for our high school program and ultimately college; therefore we made the decision to open our first Green Dot middle school in 2010.

### **New School Model for Urban High Schools**

Every Green Dot school will graduate young adults that are life-long learners, prepared for college, responsible and culturally aware. To ensure great results, all schools are opened and operated using Green Dot’s proven school model:

- *Small Schools*: Schools of 550 - 700 students, with target student/teacher ratios of 25:1.
- *Quality Teaching and Instruction*: Consistent use of core instructional strategies with our administrators focused on instructional leadership.
- *Master Scheduling that Meets the Needs of Students*: Demanding college prep education aligned to University of California A-G requirements for all students with intensive interventions built into the school day.
- *Data-driven Decision Making*: Results and accountability are demanded from all schools and employees and frequent assessments of students to measure growth.
- *College and Career-Ready Culture*: Backwards planning from college expectations to drive the rigor of instruction and the expectations for students, and explicit actions taken by staff to ensure that a college-for-certain culture permeates throughout the school community.
- *Substantial Family Involvement*: Parents and guardians are integrated into the management of schools and must participate actively in their children’s education.

All schools that Green Dot opens and operates are based on the school model that Green Dot has developed over the past thirteen years. Green Dot’s school model has been created to ensure that Green Dot can consistently open high-quality schools in which students are being prepared for high school, college, leadership and life. There are two main components of a Green Dot’s school—our core values and school model. Our core values are: an unwavering belief in the potential of all students, a passion for excellence, a culture of respect for each other, for our school community, and for the community at large and active involvement from all stakeholders (parents, students, teachers and administrators). Our school model has 4 elements for a successful school: 1) quality teaching and instruction, 2) master scheduling focusing on student needs, 3) data-driven decision making and 4) college-going culture. All schools must follow our core values and all components of a successful Green Dot school.

## **Results of Existing Schools**

Green Dot has opened 19 charter schools in the Los Angeles area, beginning with *Ánimo Leadership* in the fall of 2000. Green Dot has a proven track record of successfully serving the highest-need students in Los Angeles. All nineteen schools are addressing the needs of students who have traditionally struggled in the public school system, and they are achieving far greater results than comparable schools in standardized test scores, graduation rates, and college matriculation.

## **Graduation and College Acceptance**

Green Dot schools have produced outstanding results: 76% of our graduating seniors are attending two-or four-year colleges. The graduation rates from our schools significantly outpace those of the schools where our students would have previously attended.

## **The Right Team to Lead Public High School Reform**

### *Marco Petruzzi – Chief Executive Officer*

Marco Petruzzi is the Chief Executive Officer of Green Dot Public Schools. He originally joined Green Dot as President and Chief Operating Officer in January 2007. Prior to Green Dot, Marco founded r3 school solutions, an organization that provided management and administrative services to charter management organizations. Prior to founding r3 school solutions, he was a Vice President at Bain & Co., a global management consulting firm. Marco has fifteen years of consulting experience working with top management of major international groups in corporate and product-market strategy, channel management, pricing strategy, commercial organization, operations, R&D management and supply chain management assignments, in the USA, South America, and Europe. Prior to joining Bain & Company, Marco also worked at McKinsey & Co. and for Enichem Americas, a petrochemical trading company based in New York. Marco earned a B.S. in Industrial Engineering at Columbia University, where he also earned an M.B.A. He has extensive international experience, having lived in six different countries, and is fluent in four languages (English, Spanish, Portuguese and Italian). Marco, an active community member, is married and has two children, both attending public schools. He is also the Venice chapter president of LAPU (Los Angeles Parents Union) and served on Green Dot's Board of Directors from 2002 until 2006.

### *Dr. Cristina de Jesus – President & Chief Academic Officer*

Dr. Cristina de Jesus is Green Dot's President and Chief Academic Officer. She currently oversees all academic programs, curriculum development, human capital and training programs for administrators and teachers. She previously served for two years as Vice President of Curriculum and Instruction, and for four years as the founding principal at *Ánimo Inglewood Charter High School*, Green Dot's second school. Prior to joining Green Dot, Cristina was an English and History teacher for seven years in the Santa Monica/Malibu School District. While in Santa Monica, she served as the Department Chair for the English Department at Lincoln Middle School. She also received many awards while at Lincoln Middle School: Lincoln Middle School Teacher of the Year, Santa Monica Jaycees Young Educator of the Year, and a PTSA award for service to the school and the community. In 2001, she received National Board Certification from the National Board of Professional Teaching Standards in Early Adolescence English/Language Arts. She has earned a Masters of Education, a Masters of Education Administration, and her doctorate in Educational Leadership from UCLA.

### *Sabrina Ayala – Chief Financial Officer*

Sabrina Ayala is the Chief Financial Officer of Green Dot Public Schools and is responsible for managing all financial aspects, including financial strategy, budgets, cash management, accounts receivables, accounts payable, facility financing and purchasing. She brings to Green Dot ten years of Wall Street experience. Prior to joining Green Dot in 2006, Sabrina was an Institutional Equity Trader with Merrill Lynch, a Valuation and Compensation Consultant with Stern Stewart O& Co. and an Investment Banker

with Kidder, Peabody & Co. All were based in New York City. Her areas of expertise include natural resources, cyclical chemical industries, consumer products, REITS and arbitrage. Sabrina, an Eli Lilly Scholar, received her MBA from the Kellogg School of Management in 2002 with majors in Finance and Entrepreneurship. Her Bachelor of Science degree in Finance, with minors in Accounting and Sports Management, is from Northern Illinois University, where she graduated with honors, cum laude and Outstanding Woman Graduate of the Year.

**Working with Teachers Union to Drive Change:**

As part of a comprehensive strategy to drive change, Green Dot is practicing union reform with its teachers in hopes that it will help provide an example of cooperation in public education. Teachers at Green Dot's schools have organized as the Asociación de Maestros Unidos, which is its own bargaining unit, but an affiliate of the California Teachers Association (CTA). Green Dot management and the Asociación signed a three-year contract that is a clear example of union reform. Key reforms written into the contract and agreed to by the union were: no tenure, teacher performance evaluations, professional work days (no defined minutes) and flexibility to adjust the contract over time. Green Dot management has reached an agreement with the Ánimo Classified Employees Association (ACEA), a CTA affiliate that is the collective bargaining unit of classified school staff.

## ELEMENT 1: THE EDUCATIONAL PROGRAM

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

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

### GENERAL INFORMATION

- The contact person for **Ánimo Avalon** is **Dr. Cristina de Jesus**.
- The contact address for **Ánimo Avalon** is **1149 South Hill Street, Suite 600, Los Angeles, CA 90015**.
- The contact phone number for **Ánimo Avalon** is **(323) 565-1600**.
- The proposed address or target community of **Ánimo Avalon** is **South Los Angeles**, which is located in **Los Angeles Unified School District (“LAUSD” or “District”) Board District 7 and Educational Service Center XR**.
- The term of this charter shall be from **July 1, 2014 to June 30, 2019**.
- The grade configuration of Charter School is **6<sup>th</sup>-8<sup>th</sup> grade**.
- The number of students in the first year will be **165**.
- The grade level(s) of the students in the first year will be **6<sup>th</sup> grade**.
- The scheduled opening date of Charter School is **July 1, 2014**.
- The admission requirements include: **See Element 8**.
- The enrollment capacity is **600**. (Enrollment capacity is defined as all students who are enrolled in Charter School regardless of student residency).
- The type of instructional calendar (e.g. traditional/year-round, single track/multi-track, extended day/year) will be: **See page 132**.
- The bell schedule for Charter School will be: **See page 37**.
- If space is available, traveling students will have the option to attend.

### **Mission Statement**

The mission of **Ánimo Avalon Charter Middle School** (“**Ánimo Avalon**” or “**Charter School**” or “**School**”) is to prepare students in the **South Los Angeles** area for success in high school, college, leadership and life. The School will achieve this mission by providing a small, college preparatory program where all stakeholders (administrators, teachers, parents, community) actively engage in the education process. We will create a student-centered environment that unifies the efforts of family, community and school to foster life-long learning, cross-cultural competency, social responsibility and academic excellence. The underlying belief at **Ánimo Avalon Charter Middle School** is that **all** students can and may go to college.

### **Vision Statement**

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

Our mission and vision statements are in line with current research and education practices. The School’s underlying philosophy is based on the belief that all students can learn and will learn when they feel part

of a community. Students are more likely to experience success when their home cultures are valued. To this end, our vision encourages parents to partner with faculty to create an atmosphere where all students can and will learn.

**The Students We Propose to Serve - Identification of those whom the school is attempting to educate**

Ánimo Avalon Charter Middle School shall be nonsectarian in its programs, curriculum, admission policies, employment practices and all other operations; shall not charge tuition, and shall not discriminate against any pupil on the basis of ethnicity, national origin, gender, gender identity and gender expression or physical or mental disability, religion, color, medical condition, sexual condition, 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. While open to all students, Ánimo Avalon will make a substantial effort to recruit underserved, low-income students in the South Los Angeles, in particular, those that would typically attend Drew Middle School, Gompers Middle School and Markham Middle School. Please see Element 7 for more information on how Ánimo Avalon will attract underserved, low-income students from the South Los Angeles area. The table below shows the demographic and achievement data of the target student population that Ánimo Avalon hopes to serve.

Demographic and Achievement Data for Ánimo Avalon’s Target Student Population<sup>1</sup>:

	# of Students	Multi-Track School?	Program Improvement?	Met School-wide Growth Target?	Met all Subgroup Growth Targets?	API score	API State Ranking	Similar Schools Rank	% Students Eligible for Free/Reduced Lunch	% of Special Education Students	% of ELL Students	% Major Ethnicity #1 - Hispanic or Latino	% Major Ethnicity #2 - African American or Black	% Major Ethnicity #3 - Other
<b>Samuel Gompers Middle</b>	1064	N	Y	N	N	570	1	1	99%	20%	27%	65%	34%	0%
<b>Edwin Markham Middle</b>	1245	N	Y	Y	Y	627	1	2	N/A	N/A	25%	73%	26%	1%
<b>Charles Drew Middle</b>	1098	N	Y	Y	N	614	1	1	N/A	N/A	23%	81%	18%	1%

Ánimo Avalon will serve students in grades six through eight. The school will matriculate approximately 165-200 6<sup>th</sup> grade students each year. When fully enrolled, the school estimates it will serve approximately 600 students in grades six through eight. The school’s estimate is based on incoming classes of 165-200 students and the historical attrition rate of Green Dot schools.

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

<sup>1</sup> 2012 Base and Growth APIs

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

- A **College-Directed Learner** is someone who can think critically and analytically in order to understand complex concepts across the curriculum. A college-directed learner is one who has completed a course of study that prepares him/her for success in college, even if college is not his/her ultimate educational goal.
- A **Cultural Learner** is an individual who is prepared to excel in today's diverse workplace. A cultural learner embraces diversity, is aware of cultural differences, unique group histories and different perspectives.
- An **Innovative Leader** will be capable of contributing to the success of his/her community through service and the ability to communicate effectively in distinct situations.
- A **Life-Long Learner** is someone who continues to learn and improve long after his/her formal educational process is complete. We believe the hallmarks of life-long learners are those who are goal-oriented in all they pursue and able to leverage technology to help them succeed.

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

Most students learn best in a nurturing, supportive environment where they are known and treated as individuals, and where their background is honored. Accordingly, personal attention to individual students and sensitivity to their backgrounds is a cornerstone of the school. Students will not fall through the cracks at Ánimo Avalon. To ensure that students will receive the personalized attention they need, Ánimo Avalon and all schools that Green Dot opens/operates will be based on the school model that Green Dot has developed over the past thirteen years. Green Dot's school model, described below under "Element 1, School Model - Four Core Elements," has been created to ensure that the organization can consistently open high quality schools in which students are being prepared for high school, college, leadership and life.

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

Green Dot's core values are implemented across our schools through our key practices.

#### **1) An unwavering belief in the potential of all students.**

We do whatever it takes to prepare the highest need students for high school, college, leadership and life, which makes us better at serving all students.

#### Key practices:

- Provide services and supports for special education students and low-level English Learners
- Invest in Clinical Services to support retention and success of troubled students
- Provide enrichment courses for high achieving and gifted students
- Provide special intervention courses based on specific needs of the population
- Provide tiered support for all students through our Response to Intervention model

#### **2) A passion for excellence.**

We value results and have built systems and processes to enable accountability and earned autonomy.

Key practices:

- Publicly share data (teacher and principal data from stakeholder feedback, interim assessments and standardized tests shown with comparables, student assessment results shared with all teachers)
- Structure peer observations among teachers and maintain open door policy
- Use Data Director software to give teachers and principals real-time access to data
- Run Data Days, during which Principals share success and weakness data with each other
- Focus on Key Results: Principals examine their school under the microscope of peers and supervisors, and receive feedback on strengths and areas of improvement

**3) A culture of respect for each other, for our school community, and for the community at large.**

We create safe learning environments for all students.

Key practices:

- Provide students with opportunities to develop self-discipline, cooperation, and respect for others inside and outside of the classroom
- Promote a positive school culture
- Cultivate the school's mission, vision and core values
- Builds effective community partnerships and external relations

**4) Active involvement from all stakeholders (parents, students, teachers and administrators).**

All stakeholders are invited and expected to participate in their children's education experience at Animo Avalon Charter Middle School.

Key practices:

- Parent education workshops regarding accessing PowerSchool, A-G requirements, college access, conflict resolution and wellness
- Opportunities to participate in the School Advisory Council
- Ongoing satisfaction surveys to assess stakeholders opinions and areas of improvement for the school

**School Model - Four Core Elements**

The Green Dot Home Office provides all Green Dot schools with four core elements in order to ensure a consistent level of quality. The four core elements are 1) Quality teaching and instruction, 2) Master scheduling that meets the needs of students, 3) Data-driven decision making, and 4) College-going culture. Implementation strategies are provided in the areas of curriculum, student intervention, professional development, parent participation and school operations to help principals and teachers make the most informed decisions for their schools.

**1) Quality Teaching and Instruction**

Based on the "Essential Elements of Effective Instruction," by Madeline Hunter, Green Dot has developed and implemented a Lesson Plan Template documenting the essential elements of effective instruction and our education team monitors the consistent use of these strategies. Additionally, our

education team is focused on instructional leadership through ongoing observations and feedback, site professional development aligned with student needs and increasing teacher effectiveness.

#### 2) Master Scheduling That Focuses On Student Needs

Our school day has intensive interventions built into the day including: credit recovery, intensive supports for English Learners, math and literacy interventions, continuum of services for students with special needs, and essential elements of writing that aligns with the California State University (CSU) and University of California (UC) rubric.

#### 3) Data-Driven Decision-Making

There is frequent assessment of students to measure growth and to inform our Response to Intervention model. Math assessments are administered every 6-8 weeks; ELA assessments are administered quarterly and Science assessments are administered twice a year using NWEA assessments. Frequency of assessments may change in 2015 and beyond as Green Dot transitions to the Common Core. *Ánimo Avalon's* assessment plan is described in more detail in "Element 2, Measurable Pupil Outcomes." The data is also used to have explicit conversations with teachers about their performance and to help provide necessary supports for teachers.

#### 4) College-Going Culture

Green Dot schools are centered on high expectations for all students and every student takes a rigorous college preparatory curriculum. All students are enrolled in classes that will prepare them for the University of California (UC)/California State University (CSU) A-G requirements, and courses are aligned with California State Content Standards and Common Core standards. In order to ensure that a college-for-certain culture permeates through the school community, we have put structures in place to foster student leadership such as student council, and have built supports into the school day to increase college awareness through the Advisory course. In addition, schools provide wrap-around services to eliminate the barriers to learning. These include, but are not limited to, mental health and psychological services, counseling groups, and services provided by the Locke Wellness Center.

### **Expected School-wide Learning Results (Goals of the Program)**

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

Every *Ánimo Avalon* graduate will be prepared to be a **College-Directed Learner** who is:

- Able to think critically and analytically in order to understand complex concepts across the curriculum.
- Knowledgeable of college requirements and application process.
- Prepared for the required high school curriculum meeting A-G requirements.
- Knowledgeable regarding career field choices and educational pathways.

Every *Ánimo Avalon* graduate will be prepared to be a **Cultural Learner** who is:

- Aware of cultural differences, unique group histories and diverse perspectives.
- Bi-literate in English and Spanish.
- Able to understand the dynamics of language and culture.
- Able to communicate with sensitivity within and across diverse communities.

Every *Ánimo Avalon* graduate will be prepared to be an **Innovative Leader** who is:

- A model of ethical behavior through his/her involvement in school functions, clubs and committees.
- Able to contribute to the success of individuals and his/her community through voluntary service.
- An effective oral communicator in distinct situations.
- An informed participant in the democratic process.

Every *Ánimo Avalon* graduate will be prepared to be a **Life-Long Learner** who is:

- A responsible, mature decision-maker.
- Goal-oriented in his/her personal pursuits.
- Able to successfully integrate multiple uses of technology.
- Adaptive to a wide array of professional and cultural settings through exposure to events outside the immediate community.

**Curriculum and Program (How the Objective of Enabling Pupils to Become Self Motivated, Competent, Life-Long Learners are Met by the School)**

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

- **Planning and Preparation:** based on the “Essential Elements of Effective Instruction” by Madeline Hunter.
- **Assessment and Learning:** Based on “Understanding by Design: Backwards Design” by Jay McTighe and Grant Wiggins.
- **Instructional Techniques:** Based on “Teach Like a Champion” by Doug Lemov.
- **Classroom Environment:** Based on “Safe and Civil Schools” by Randy Sprick.

It is required that all *Ánimo Avalon* students take courses that are college-preparatory and are aligned with State content standards and Common Core standards. All students are required to successfully complete required curriculum credits upon graduation from 8<sup>th</sup> grade. Our requirements emphasize the traditional subjects of Math, Science, English Language Arts, and Social Studies, as well as a variety of electives, and these subjects will be presented in ways that make them more responsive to the backgrounds and lives of our students.

Below is an outline of the current Green Dot recommended middle school curriculum. This curriculum will likely be followed at *Ánimo Avalon Charter Middle School*. Some adjustments may be made in certain courses as the principals and teachers make adjustments to adapt to the specific needs of their students. The process of adapting curriculum to the specific needs of a student population happens throughout the year as the *Ánimo Avalon* staff learns more about their students. Typically, teachers will consult with the *Ánimo Avalon* principal or assistant principal or other teachers as part of the adjustment process for their respective courses. The recommended curriculum is based upon California State standards and Common Core standards for each content area, and State-adopted texts are used in all core areas. The scope of skills to be taught across grade levels is outlined below:

***Outline of *Ánimo Avalon Charter Middle School* Curriculum***

	6 <sup>th</sup> Grade	7 <sup>th</sup> Grade	8 <sup>th</sup> Grade
<b>Core Courses</b>	<ul style="list-style-type: none"> <li>• World History &amp; Geography: Ancient</li> </ul>	<ul style="list-style-type: none"> <li>• World History &amp; Geography: Medieval and</li> </ul>	<ul style="list-style-type: none"> <li>• United States History and Geography</li> </ul>

	<ul style="list-style-type: none"> <li>Civilizations</li> <li>English 6</li> <li>Math 6</li> <li>Earth Science</li> <li>Advisory</li> <li>Literacy Enrichment or Intervention</li> </ul>	<ul style="list-style-type: none"> <li>Early Modern Times</li> <li>English 7</li> <li>Math 7 (Pre-Algebra, Pre-Algebra Honors)</li> <li>Life Science</li> <li>Advisory</li> <li>Literacy Enrichment or Intervention</li> </ul>	<ul style="list-style-type: none"> <li>English 8</li> <li>Math 8 (Essentials for Algebra/Algebra 1)</li> <li>Physical Science</li> <li>Advisory</li> <li>Literacy Enrichment or Intervention</li> </ul>
<b>Electives</b>	<ul style="list-style-type: none"> <li>Technology</li> <li>Drama</li> </ul>	<ul style="list-style-type: none"> <li>Technology</li> <li>Composition</li> </ul>	<ul style="list-style-type: none"> <li>Technology</li> <li>Investigations</li> </ul>
<b>Intervention</b>	<ul style="list-style-type: none"> <li>Read 180</li> <li>English Language Development</li> <li>Special Needs/Academic Success</li> <li>Math Foundations</li> </ul>	<ul style="list-style-type: none"> <li>Read 180</li> <li>English Language Development</li> <li>Special Needs/Academic Success</li> <li>Math Foundations</li> </ul>	<ul style="list-style-type: none"> <li>Read 180</li> <li>English Language Development</li> <li>Special Needs/Academic Success</li> <li>Math Foundations</li> </ul>

Scope and Sequence

Because Green Dot’s educational program emphasizes regular formative assessment and the use of data to increase student achievement, our pacing plans, which prepare for our internal benchmark assessments, guide and define the scope and sequence of the curriculum taught in our schools with regard to the four core subject areas identified by California’s State Board of Education. All courses are aligned to the California content standards and Common Core standards.

Summary descriptions of grade level curriculum that will be offered at Ánimo Avalon Charter Middle School can be found below.

# Green Dot Middle School Curriculum

## History/Social Science

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

Course Title	Grade	Course Length
Ancient Civilizations A/B	6	YEAR
World History MS A/B	7	YEAR
US History MS A/B	8	YEAR

### **Ancient Civilizations A - MS3001** **Ancient Civilizations B - MS3002**

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

### **World History MS A - MS3007** **World History MS B - MS3008**

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This Grade seven course explores world history and geography from the Fall of Rome through the Age of Enlightenment. The course investigates the social, cultural, and technological changes during this period. This course briefly reviews the role of archaeologists and historians in uncovering the past. It goes on to

examine Islam as a religion and as a civilization. The course examines the spread of Islam through Africa, the rise of the Mayan, Incan, and Aztec civilizations; the civilizations of China and Japan; Europe during the High Middle Ages; the turbulent ages of the Renaissance, Reformation, and Scientific Revolution. This course seeks to enhance understanding of the interconnection of past events, people, and ideas to events and issues of importance in the world today.

### **US History MS A - MS3009** **US History MS B - MS3010**

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The Grade eight course examines United States history and geography concentrating on the growth of the United States during the period of colonization through the Age of Industrialization. The course begins with an intensive investigation and review of the major ideas, issues, and events preceding the founding of the nation. The course then concentrates on the shaping of the Constitution and the nature of the government that it created. The development of unique regions in the West, Northeast, and the South and the causes and consequences of the Civil War, is covered in depth. The course studies the movement of people into and within the United States; the experiences of diverse groups (women, racial, religious, ethnic, and economic classes) and their contributions to the evolving American identity. The course also connects historical issues to current affairs in order to develop a greater understanding of the basic institutions and policies of the nation.

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# English

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

Course Title	Grade	Course Length
English 6 A/B	6	YEAR
English 7 A/B	7	YEAR
English 8 A/B	8	YEAR

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## **ENGLISH 6 A - MS2001** **ENGLISH 6 B - MS2002**

The major purpose of this course is to develop student focus and active engagement with text. They are required to analyze, identify, define, explain, and critique with an increased emphasis on advanced forms of evaluation in expository critique and literary criticism and advanced presentations on problems and solutions. The standards require that by the end of middle school, students will have read one million words annually on their own, including a good representation of narrative (classic and contemporary literature) and expository literature (magazines, newspapers, online articles). The CA Reading/Language Arts Framework (referred to as the Framework) highlights that sixth grade students are expected to write narrative, persuasive, and descriptive texts (responses to literature and research reports) of at least 500 to 700 words in each genre and continue to demonstrate a command of standard English. The curriculum is organized into four instructional components: Narrative, Research/ Exposition, Response to Literature/Text, and Persuasion, to address the instructional needs of students in establishing proficiency in the CA English Language Arts Standards. During the narrative component, students will study narration as one of the four traditional forms of composition in speech and writing, identify its purpose to tell a story or give an account of something dealing with sequences of events and experiences, and analyze features of fictional and nonfictional narrative texts such as theme and characterization. During the research/exposition component in which they learn that the primary purposes of expository text are to explain, give information or clarify an idea, students are required by the Framework to identify the structural features of popular media and use those features to obtain information, and to analyze instructional materials that use a compare-and-contrast organizational pattern. In addition, they learn how to write expository compositions that involve the use of textual evidence, explanation, and interpretation. During the response to literature/text component, students will read and think about a wide variety of literary selections and study the writing of extended responses to literature. During the persuasion component, students will develop skills used to determine the adequacy and appropriateness of evidence presented in an author's proposition

and be able to identify instances of unsupported inferences, fallacious reasoning, and propaganda in order for them to develop arguments of their own.

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## **ENGLISH 7 A - MS2003** **ENGLISH 7 B - MS2004**

The major purpose of this course is to provide students with the skills and content knowledge to transition from the process of learning to read to the more advanced processes of reading to learn. Students will and use build academic vocabulary, in oral and written forms, and independent reading skills to significantly improve reading comprehension and vocabulary. An increased familiarity with models of good writing and the conventions of writing and spelling will be developed in order to apprentice students in building proficiency in the California English Language Arts Standards for seventh grade. The CA Reading/Language Arts Framework requires that by the end of middle school, students will have read one million words annually on their own, including a good representation of narrative (classic and contemporary literature) and expository literature (magazines, newspapers, online articles). Seventh grade students are expected to continue to develop strategies for organizing and giving focus to their writing with an increased emphasis on the documentation of support and extension of organizational strategies. Students are expected to write texts of between 500 and 700 words in the form of responses to literature, research reports, persuasive compositions, and summaries. The curriculum is organized into four instructional components: Narrative, Research/ Exposition, Response to Literature/Text, and Persuasion, to address the instructional needs of students in establishing proficiency in the CA English Language Arts Standards. During the narrative component, students will read and analyze works that will allow them to explore how events advance the plot, how events explain past/present actions or foreshadow future actions, and how a character's thoughts, words, speech patterns, and actions reveal characterization. During the exposition component, students will learn how to identify and trace the development of an author's argument, write reports that use a formal research process, and deliver persuasive oral presentations that employ well-articulated

evidence. During the response to literature/text component, students will read a variety of texts, analyze characterization in various works, identify recurring themes across works, and write extended responses to literature based on developed interpretations that use support for statements and claims. During the persuasion component, students will develop skills used to identify, evaluate, and analyze the credibility, accuracy, and efficacy of an author's argument, point of view, and perspective while noting instances of bias and stereotyping. These elements will be apprenticed and applied in the classroom for students to construct successful arguments of their own.

**ENGLISH 8 A - MS2015**  
**ENGLISH 8 B - MS2016**

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The major purpose of this course is to build student readiness required for successful achievement with secondary content in grades nine through twelve and to support the culmination of curriculum activities and proficiency in the California English Language Arts Standards for grade eight. The Standards require that by the end of middle school, students will have read one million words annually on their own, including a good representation of narrative (classic and contemporary literature) and expository literature (magazines, newspapers, online articles).

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Eighth grade students will continue to produce texts of 500 to 700 words in the following categories: fictional or autobiographical narratives, responses to literature, research reports, and persuasive compositions. The curriculum is organized into four instructional components: Narrative, Research/ Exposition, Response to Literature/Text, and Persuasion, to address the instructional needs of students in establishing proficiency in the Standards. During the narrative component, students will learn how to analyze a variety of literary elements and devices, such as character qualities, plot, figurative language, poetic devices, and features of themes. In the exposition component, students will write and discuss expository compositions that involve the use of textual evidence, explanation, and interpretation. For the response to literature/text component, students will read and think about a wide variety of literary selections and study the writing of extended responses to literature. During the persuasion component, students will develop skills used to identify, evaluate, and analyze the credibility, accuracy, and efficacy of an author's argument and the elements of application required for them to construct successful arguments of their own. In this course, students are expected to demonstrate their ability to grapple with the treatment, scope, and organization of ideas by finding similarities and differences among texts. They are also expected to compare an original text with a summary to determine whether it accurately captures the main ideas, includes critical details, and the underlying meaning. They are also expected to evaluate the unity, logic, internal consistency, and structural patterns of text.

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# English Language Development (ELD)

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The purpose of ESL courses at Green Dot is to prepare English Learners recently arrived in the U.S. for success in English-medium instruction, including English Language Arts. Skills in all four strands of language—listening, speaking, reading and writing—are systematically developed. Students of mixed grade levels are grouped according to proficiency in English. Cultural knowledge needed for success in U.S. schools is integrated throughout. In schools where there are small numbers of students needing ESL, courses will need to be combined. For instance, ELD 1A and ELD 1B, each semester-long courses, is taught as a year-long ELD 1 class; instruction is differentiated to meet the needs of students at different levels of proficiency.

It is highly recommended that students in ELD 1 and 2 classes receive their content instruction in their primary language. ELD 3 and 4 students will benefit from English-medium SDAIE courses. ELD courses are not recommended for students who have been in the U.S. longer than five years (long-term English Learners), whose language and motivational needs are very different from those of relative newcomers.

Course Title	Grade	Course Length
ELD 1 A	6-8	SEMESTER
ELD 1 B	6-8	SEMESTER
ELD 2 A	6-8	SEMESTER
ELD 2 B	6-8	SEMESTER
ELD 3	6-8	SEMESTER
ELD 4	6-8	SEMESTER

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## ELD 1 A – 8346

### **NOT UC APPROVED (g)**

Designed as a class for students new to the country and who score at beginning level on the oral portion of the CELDT. Typical ESL 1A students have had little to no English instruction in their home countries and manifest widely varying levels of literacy in their home language. Hampton Brown *Into USA* materials are used to teach Early Intermediate-level ELD standards. Students enrolled in this class will benefit from content instruction in their primary language and either Spanish for Spanish-speakers or a Language Arts in Primary Language class. Goal of the course, in combination with ESL 1A, is to lift students' listening, speaking, reading and writing skills to Early Intermediate level. This double-blocked semester-long class replaces ELA and an elective.

*Prerequisites: Passage of ESL 1B end-of-course exam with 75% or better success, or a score of 360-520 lexiles on the Edge Placement Test. Overall score on CELDT is Early Intermediate*  
Designed as a follow-on to the ESL 1B class for students who have arrived in the U.S. within the last one to three years. Hampton Brown *Edge-Fundamentals* materials are used to teach Intermediate-level ELD standards in all four domains of language. Students enrolled in this class continue to benefit from content instruction in their primary language, as well as Spanish for Spanish-speakers, AP Spanish Language or Literature, or a Language Arts in Primary Language class. Goal of the course, in combination with ESL 2B, is to lift students' listening, speaking, reading and writing skills to Intermediate level. This double-blocked semester-long class replaces ELA and an elective.

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## ELD 1 B – 8347

### **NOT UC APPROVED (g)**

*Prerequisites: Passage of ESL 1A end-of-course exam with 75% or better success, or a score of 100-360 lexiles on the Edge Placement Test.*  
Designed as a follow-on to the ESL 1A class for students new to the country and who score at beginning level on the oral portion of the CELDT. Hampton Brown *Edge-Fundamentals* materials are used to teach Early Intermediate-level ELD standards. Students enrolled in this class will benefit from content instruction in their primary language and either Spanish for Spanish-speakers, AP Spanish Language or Literature, or a Language Arts in Primary Language class. Goal of the course, in combination with ESL 1A, is to lift students' listening, speaking, reading and writing skills to Early Intermediate level. This double-blocked semester-long class replaces ELA and an elective.

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## ELD 2 B – 8349

### **NOT UC APPROVED (g)**

*Prerequisites: Passage of ESL 2A end-of-course exam with 75% or better success, or a score of 520-705 lexiles on the Edge Placement Test. Overall score on CELDT is Early Intermediate.*  
Designed as a follow-on to the ESL 2A class for students who have arrived in the U.S. within the last one to three years. Hampton Brown *Edge-Level A (Units 1-3)* materials are used to teach Intermediate-level ELD standards in all four domains of language. Students enrolled in this class continue to benefit from content instruction in their primary language, as well as Spanish for Spanish-speakers, LAPL or AP Spanish class. Goal of the course, in combination with ESL 2A, is to lift students' listening, speaking, reading and writing skills to Intermediate level. This double-blocked semester-long class replaces ELA and an elective.

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## ELD 2 A – 8348

### **NOT UC APPROVED (g)**

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## ELD 3 – 8350

### **UC APPROVED (ucb, b, cg)**

*Prerequisites: Passage of ESL 2B end-of-course exam with 75% or better success, or a score of 705-840 lexiles on the Edge Placement Test. Overall score on CELDT is Intermediate.*

Designed as a follow-on to the ESL 2A class for students who have arrived in the U.S. within the last one to three years. Hampton Brown *Edge-Level A (Units 4-6)* materials are used to teach Intermediate-level ELD standards in all four domains of language. Students enrolled in this class should be placed in highly sheltered SDAIE content classes, as well as Spanish for Spanish-. Goal of the course is to lift students' listening, speaking, reading and writing skills to Early Advanced level. This double-blocked semester-long class, in combination with ESL 4, counts as a (b) ELA class.

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#### **ELD 4 – 8352**

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##### ***UC APPROVED (ucb, b, cg)***

*Prerequisites: Passage of ESL 3 end-of-course exam with 75% or better success, or a score of 840-1065 lexiles on the Edge Placement Test. Overall score on CELDT is Early Advanced.*

Designed as a follow-on to the ESL 3 class for students who have arrived in the U.S. within the last one to three years. Hampton Brown *Edge-Level B* materials are used to teach Early Advanced-level ELD standards in all four domains of language. Students enrolled in this class should be placed in highly sheltered SDAIE content classes. Goal of the course is to lift students' listening, speaking, reading and writing skills to Advanced level. This double-blocked semester-long class, in combination with ESL 3, counts as a (b) ELA class.

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# Mathematics

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The Mathematics curriculum is a well-balanced rigorous program based the California Mathematics Content Standards and the Common Core State Standards.

Course Title	Grade	Course Length
General Math 6 A/B	6	YEAR
General Math 7 A/B	7	YEAR
Algebra 1 MS A/B	8	YEAR

## General Math 6 A General Math 6 B

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The major purpose of this course is to serve as a vehicle by which students will master the four arithmetic operations with whole numbers, positive fractions, positive decimals, and positive and negative integers; and will accurately compute and solve problems. They will apply this knowledge to statistics and probability, and geometry.

In this course, students will understand the concept of mean, median, and mode of data sets and how to calculate the range. They will analyze data and sampling processes for possible bias and misleading conclusions; they will use addition and multiplication of fractions routinely to calculate probabilities. Students will work with ratios and proportions. Students will continue their study of geometry, including complementary and supplementary angles, the sum of the angles in a triangle, the concept of the constant pi and its applications to the formulas for area and circumference of the circle.

## General Math 7 A General Math 7 B

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By the end of grade seven, students will be adept at manipulating numbers and equations and understand the general principles at work. Students will gain a deeper understanding of rational numbers and their various forms of representation. They will increase their understanding of ratio and proportion and apply this knowledge to topics such as slopes of lines and the change in volume and surface area of basic three-dimensional figures when

the scale is changed. Students will make conversions between different units measurement and compute percent's of change and simple and compound interest. In addition, students will know the Pythagorean Theorem and solve and solve problems involving computing a missing side. Since the seventh grade standards constitute the core content for the mathematics portion of the California High School Exit Exam (CHSEE), it is essential that students become proficient in the key standards.

## ALGEBRA 1 A – 4001 ALGEBRA 1 B – 4002

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This is a first year algebra course in which students will learn the power of math in its abstract and its application to real world scenarios. The key content area involves problem solving using different methods such as factoring, graphing, linear and quadratic equations. Students will be presented with real life scenarios and through a series of lessons be able to solve the problems and present their solutions with written proofs, and student taught lessons. Students will demonstrate their ability to reason symbolically. Students will learn different methods to solve quadratic equations including factoring, completing the square, graphically, or through application of the quadratic formula. The course also includes study of monomial and polynomial expressions, inequalities, exponents, functions, rational expressions, ratio, and proportion. This course corresponds to the California State Math Standards and prepares students for the California High School Exit Exam.

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# Science

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UC-Approved honors level courses in laboratory sciences are generally in the disciplines of biology, chemistry, and physics. Honors level courses in these disciplines typically require one year of prior laboratory science. Honors level courses in any other laboratory science (e.g., Environmental Science, Marine Biology, etc.) may also be considered for UC honors certification if they require a year of biology, chemistry, or physics, as well as at least algebra as pre-requisites. The third course in an integrated science sequence may be considered for honors designation if it has the appropriate breadth, depth, and pre-requisites. All UC-Approved honors level laboratory science courses should be demonstrably more challenging than the college preparatory courses required as pre-requisites. Topics covered and laboratory exercises must be in depth and involve analysis and research. Each UC-Approved honors level course must have a comprehensive written final examination including laboratory concepts. There should be a section of the regular college preparatory course offered for each UC-Approved honors level laboratory science course.

The science curriculum offers a balanced and academically rigorous program based on the California Content Standards.

Course Title	Grade	Course Length
EARTH SCIENCE	6	YEAR
LIFE SCIENCE	7	YEAR
PHSICAL SCIENCE	8	YEAR

## **EARTH SCIENCE A EARTH SCIENCE B**

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The sixth grade science course provides students with an understanding of the general concepts of earth science. It is a full year course in which students study the structure and composition of the earth including the earth's atmosphere, oceans, surface waters, landmasses and interior. Students investigate the dynamics of the earth's changing surface and the role that energy plays in earth systems. Students learn how the earth's ecological systems support life through environmental relationships and natural cycles. Students develop an understanding of ecological resources and wildlife conservation. Students relate the flow of matter and energy within an ecosystem. Through "hands-on" investigation, students learn to conduct scientific investigations, think scientifically, and use scientific tools and technologies. Students learn to communicate scientific information and processes, and understand how developments in science and technology affect society and the environment. The depth and breadth of concepts are determined by course length.

## **LIFE SCIENCE A LIFE SCIENCE B**

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The seventh grade science course provides students with a general understanding of the concepts of life science. Students investigate the structure, function, and processes of living things. Students learn how cells divide, grow, and convert matter and energy to sustain life. They learn how organisms reproduce and pass hereditary characteristics from one generation to the next. Students investigate similarities and differences in living organisms, and how living things have changed over time. Students learn about the human body systems and factors that are responsible for maintaining human health. Students learn to conduct scientific investigations, think scientifically, and use scientific tools and technologies. Students learn to communicate scientific information and processes, and understand how developments in science and technology affect society and the environment

## **PHYSICAL SCIENCE A PHYSICAL SCIENCE B**

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The eighth grade science course provides students with a general understanding of the concepts of physical science. Students study the principles of matter and energy, mechanics, and motion. Students relate these principles to the study of astronomy as they investigate the Earth's position and movement in the solar system and its relationship to other planetary and stellar bodies. Through "hands-on" investigation, students learn to conduct scientific investigations, think scientifically, and use scientific tools and technologies. Students learn to communicate scientific information and processes, and understand how developments in science and technology affect society and the environment

# Electives

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Course Title	Grade	Course Length
Physical Education	6-8	YEAR
Investigations	8	YEAR
Spanish 8 MS	8	SEMESTER
Drama	6	SEMESTER
Advisory	6-8	YEAR
Technology	6-8	YEAR
Student Council	6-8	YEAR
Graphic Design	6-8	YEAR
Composition	7	YEAR
Student Council	6-8	YEAR

## PE MS A PE MS B

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

## INVESTIGATIONS MS A INVESTIGATIONS MS B

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The Investigations course is designed for students at or above 1000 in their reading lexile to do rigorous self-directed research in preparation for high school. The course is primarily built around the common core writing standards #7-10 in the category of "research to build and present knowledge." The course will also use the Green Dot technology standards around internet literacy and word processing skills as a foundation for their research process. Students in the course will conduct research into whole class chosen topics to build their level of mastery of technology literacy, content, and research protocols. Quarter length group and pair research projects will be presented to authentic audiences via written report and multi-media presentations. By the end of the course, student will conduct independent research projects into topics they select. Their work will culminate in the presentation of their findings in a research gala to a wider community audience at the end of the year.

## SPANISH 8 MS A SPANISH 8 MS B

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### UC APPROVED (ucg, g, cg)

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

## DRAMA MS A

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## DRAMA MS B

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

## ADVISORY A ADVISORY B

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Research shows that young people learn best when they are known, when they are cared about and when a teacher has time to give them individual attention. Advisory offers critical academic, personal and emotional support for students, and ensures that every student has at least one adult mentor.

## TECHNOLOGY 6 A TECHNOLOGY 6 B

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### UC APPROVED (ucg, g, cg)

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

## TECHNOLOGY 7 A TECHNOLOGY 7 B

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This elective will build on previously learned computer skills. Skills learned in Introduction to Computers will be reinforced and the next level of skills will be introduced including database skills and the development of spreadsheets. Students will continue to

practice word-processing skills through the semester and will improve their speed and accuracy. Students will use appropriate terminology related to hardware and software throughout the semester. Students will apply technology skills to conduct research and complete core curriculum projects. They will continue to deal with legal, social and ethical issues related to the use of computers in our daily life. This course will prepare students for the advanced level of technology in middle school

**TECHNOLOGY MS 8 A**  
**TECHNOLOGY MS 8 B**

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

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

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

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

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

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

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

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# Green Dot Middle School Intervention Courses

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Course Title	Grade	Course Length
Literacy Enrichment A/B	6-8	YEAR
Math Foundations A/B	6-8	YEAR

## LITERACY ENRICHMENT MS A LITERACY ENRICHMENT MS B

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

## MATH FOUNDATIONS MS 6 A AND 7 A MATH FOUNDATIONS MS 6 B AND 7 B

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Math Foundations 6 and 7 is a one-year course designed to adequately prepare students for Algebra I in 8th grade. According to the Mathematics Framework for California Public Schools (2006 Revised Edition), it is imperative that students master pre-algebraic skills and concepts before they enroll in a course that meets or exceeds the rigor of the content standards for Algebra I adopted by the State board of Education. The course focuses on key standards from elementary and middle school that need to be mastered for success in Algebra I. Placement in this class is based upon need as assessed by diagnostic testing and state-required test scores from the previous year.

## MATH FOUNDATIONS 8 A MATH FOUNDATIONS 8 B

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Mathematics tutorial lab is an elective mathematics course provided to students as a second course to support the core Mathematics class in Algebra 1. The course is designed to enhance the student's knowledge of prerequisite skills that are needed to access the grade level mathematics course.

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# Special Education

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Grade	English	Math	Social Studies	Science
Grade 6	English-Alt Cur 6A	Math- Alt Cur 6A	History- Alt Cur 6A	Sci/Health- Alt Cur 6A
	English-Alt Cur 6B	Math- Alt Cur 6B	History- Alt Cur 6B	Sci/Health- Alt Cur 6B
Grade 7	English-Alt Cur 7A	Math- Alt Cur 7A	History- Alt Cur 7A	Science- Alt Cur 7A
	English-Alt Cur 7B	Math- Alt Cur 7B	History- Alt Cur 7B	Health- Alt Cur 7B
Grade 8	English-Alt Cur 8A	Math- Alt Cur 8A	History- Alt Cur 8A	Science- Alt Cur 8A
	English-Alt Cur 8B	Math- Alt Cur 8B	History- Alt Cur 8B	Science- Alt Cur 8B

## **Textbooks**

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

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

While the committee may consider various textbooks of interest, the committee should begin its search for a textbook by considering the books on the Green Dot Recommended Book List. If a textbook is selected that does not appear on the Green Dot Recommended Book List, the book must be presented to the Cluster Director for final approval. The approved textbook list can be found on page 139.

For example, in school year 2013-14, Green Dot middle schools are using the following books for core subjects:

- ELA – Prentice Hall (see Book List for novels)
- Math – Carnegie Learning
- History – Glencoe
- Science – Glencoe

## Academic Support and Intervention

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

- Summer Bridge Program: Typically a two-and-a-half to five week mandatory summer session held for incoming sixth graders. These students will also be assessed to give greater depth and understanding of the needs of the students, while making necessary adjustments to the master schedule to better accommodate them. Students receive standards-based instruction in Math and English Language Arts and are acclimated to the culture and expectations of a Green Dot school. Students will engage in culture-building exercises that promote a positive community of trust and respect. Social and personal issues will also be surfaced in small group settings complemented with educational field trips. Students in all grade levels will participate in a summer bridge program if they do not meet grade level benchmarks as well as students that are seeking enrichment programs to promote their ongoing academic and social development.
- Reading Intervention Program: Read 180, a standards-aligned program for reading, is provided to students who test low in reading. Typically, Read 180 is given to students as an elective.

- *Math Tutorial:* Students struggling in Math receive intervention through small group and personalized attention from their Math teacher. Utilizing a group tutorial structure, students pose questions in a small group setting to support their classmates in solving Math problems. A number of Green Dot schools provide after-school tutoring through the Information Sciences Institute affiliated with the School of Engineering at the University of Southern California.
- *English Language Development:* ELD classes are provided for students who score at the Beginning or Early Intermediate levels on the California English Language Development Test. Based on the California ELD standards, these classes aim to improve the English listening, speaking, reading and writing skills of beginning students to at least Intermediate proficiency. A more comprehensive description of the ELD program will be addressed below.
- *Special Needs/Academic Success:* Designated Special Education students will be provided extra support to reflect the needs outlined in the IEP and in all of their academic courses through one-on-one instruction, group support and guided instruction.
- *Guided Study:* All students who do not complete their homework or struggle with it are required to attend Guided Study after school where a teacher helps them with their work. All assignments must be turned in the following day.
- *Homework Club:* Students who are struggling with a particular class or simply want more support in a subject can attend homework club, which is offered for an hour every day after school and run by a credentialed teacher and/or college interns.
- *Office Hours:* Teachers hold office hours twice a week after school to provide students with additional support.

## **Social and Emotional Support Services**

### Advisory Course

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

Advisory serves two purposes: academic and social-emotional support. Students attend Advisories three days a week for 40 minutes in each session. Students remain in the same advisory group with the same teacher for all three years to maintain a tighter sense of community. These classes are particularly important for the student population Green Dot serves as many of the students have had little exposure to rigorous academic programs and are not familiar with what it takes to get into college.

During Advisory, students will:

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

In order to assess the effectiveness of the Advisory course, students are provided feedback surveys on a regular basis.

### Clinical Services

Our Clinical Services team provides individual, group and family therapy to the students and families, and serves as a level 2 and 3 intervention within the RtI model. The main purpose of our clinical services program is to address the barriers to learning from the mental health perspective. In addition, we provide crisis intervention, parent consultation, teacher consultation, and case management which include providing resources and referrals to outside agencies.

In order to ensure services are provided free of charge, services are provided by pre- and post-graduate Marriage and Family Therapy, Psychology and Social Work interns who receive extensive training and supervision in exchange for their work. All services are supervised by one of our licensed Marriage and Family Therapists or Licensed Clinical Social Workers. Interns provide social and emotional counseling including small group and individual therapy.

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

### **Extensive Professional Development**

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

development also incorporates the transition to Common Core and will help ensure teachers are ready for implementation in 2014-15.

For teachers, professional development activities at Ánimo Avalon will be based on the recommended practices of Green Dot, which may include:

- Teacher Buddy Program: Once a semester release period for teachers to observe the teaching practices of their “buddy” teacher.
- Observation Release Day: Once a semester full-day release for teachers to observe successful teachers at other Green Dot schools or any successful school.
- Annual Training/Retreat: An annual five to seven day retreat for school staff to plan for the year and receive professional development.
- Mid-year Retreat: A half-day to 2-day retreat for school staff to evaluate progress, reflect, and adjust the school’s plan for the final semester.
- Weekly Staff Development: A late start or early dismissal is provided each week so that a 90 minute professional development period is established.
- Department Norming Days: Department meeting to norm teaching practices.
- District-wide Staff Development: Green Dot-wide meeting of content teachers to share best practices.

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

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

- Coaching: Cluster Directors provide individualized coaching sessions for each school site administrator twice a month. These coaching sessions are focused on the supervision of instruction.
- Key Results: Cluster Directors facilitate a Key Results session at one of their schools each month. During these sessions, the principals within the cluster go to another school in the cluster for 3 hours. During this time, the host principal provides a focus question for the session centered on instruction. Principals walk through classrooms with this focus question in mind and provide the host principal with feedback about this focus question. These sessions help principals share ideas with regards to the supervision of instruction and all principals to generate next steps to be taken at their school sites as a result of what they see at the host school.
- 95/5: Based on the belief that principals should spend 95% of their time onsite providing instructional leadership and 5% of their time offsite in Green-Dot wide trainings, 95/5 is a full-day professional development session for principals and assistant principals once a month. These sessions are focused on the themes the Cluster Directors determine are most relevant based on their coaching sessions.
- Practices Walkthrough: Half day professional development for principals to tour other Green Dot schools and review “artifacts” of high quality instructional practices.
- Principals Retreat: 2 day retreat for all principals and Green Dot Home Office staff. The retreat allows Principals to reflect, evaluate progress and share best practices.

Staff development meetings usually occur each Wednesday morning. Staff development topics will be chosen based on the assessment of student needs and identifying areas of improvement as outlined in *Ánimo Avalon's* annual strategic plan.

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

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

- School Business: choosing department chairs, reviewing student-teacher handbook.
- Curriculum and Professional Development: align to school-wide focus, review school's strategic plan, training aligned with strategic plan, set lesson plans.
- Review Data from the Previous Year: school wide, department-based and individual teacher data.
- Teacher-Administrator Meetings: administrators meet with each teacher.
- Next Year Planning: teachers given individual time to lesson plan, prepare syllabus and set department goals.

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

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

Students are grouped in heterogeneous classrooms where all teachers utilize differentiated instruction. Based on Doug Lemov's "Teach Like a Champion," Green Dot has adopted instructional specific, concrete, and actionable techniques focused on student engagement and student accountability for rigorous learning. The following techniques have been identified to

ensure teachers are setting high academic expectations, engaging students in lessons and creating a strong classroom culture:

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

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

### **Closing the Gap – (Specific goals for providing and ensuring equal access to academically low achieving students)**

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

- Ánimo Avalon will assess all students after enrollment in the Summer Bridge Program to determine learning strengths and weakness, as well as overall proficiency in core

subjects. Tests used may include the Read 180 Student Reading Inventory Diagnostic Test and the Green Dot Math Assessment.

- Identified students are immediately enrolled in remediation programs to accelerate learning, such as Read 180 and Riverdeep, which are standards-aligned computer-based programs for reading and math respectively.
- Low-achieving students are also provided remediation during the Summer Bridge program, Advisory, Math Tutorial, Special Needs/Academic Success and Guided Study (an after-school program for students who do not complete their homework or struggle with it).

### **Students Who Are Socio-Economically Disadvantaged**

The majority of students in the target population are socio-economically disadvantaged. The school's academic program is inherently formulated to address the needs of these students. Specific intervention programs include:

- Summer Bridge: Mandatory multi-week summer program that acclimates students to the *Ánimo Avalon* culture of middle school, high expectations and the development of a trusting community. During the Summer Bridge program, students will also be identified for special needs, English Learner levels, non-proficiency in standards and social-emotional supports.
- Math Tutorial: Student who are non-proficient in Math and/or recommended by their Math teachers will receive an additional period of Math support, where their teacher and tutors will work on skill building through their current curriculum, as well as remediation strategies to strengthen skills in group tutorial and one-on-one formats.
- Habits of Work and Mind in Advisory: All students will be taught specific strategies on how to better succeed in their classes through organizing, note-taking, reading strategies, time management, group work, asking for help, etc. Students will also assess the strengths and weaknesses in various aspects of their academic and social/personal development, analyzing and synthesizing specific strategies to meet those goals.
- Habits of Heart in Advisory: Advisors will consistently support students in developing characteristics of leadership, compassion, selflessness, stewardship, perseverance and hope for themselves and others. Through group bonding activities, students will trust their fellow advisees as support network for their personal and social/emotional development.

### **English Learners**

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

The home language survey will be given upon a student's initial enrollment into *Ánimo Avalon* (on enrollment forms).

### *CELDT Testing*

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

*Ánimo Avalon* shall notify all parents of CELDT results within thirty days of receiving results from the publisher. The CELDT shall be used to fulfill the requirements under the No Child Left Behind Act for annual English proficiency testing.

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

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

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

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

#### Guidelines for Reclassification

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

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

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

### **ENGLISH LEARNERS**

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

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

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

Ánimo Avalon shall provide to the CSD an annual report of its EL program assessment. Upon request, Ánimo Avalon shall provide a copy of its current EL Master Plan to the CSD.

Ánimo Avalon shall administer the CELDT annually in accordance with federal and state requirements.

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

## **STUDENTS WITH DISABILITIES**

### **Federal Law Compliance**

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

### **Special Education Program**

All LAUSD-authorized charter schools must adhere to all terms and conditions of the *Chanda Smith* Modified Consent Decree (“MCD”) and any other court orders and/or consent decrees imposed upon the LAUSD as they pertain to special education. Charter schools must ensure that no student otherwise eligible to enroll in their charter school will be denied enrollment due to a disability or to the charter school’s inability to provide necessary services. Policies and procedures are in place to ensure the recruitment, enrollment and retention of students with disabilities at charter schools.

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

### **SELPA Reorganization**

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

### **Modified Consent Decree Requirements**

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

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

- End of Year Suspension.

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

- STAR – Preliminary and Final. **(Including Charter Schools)**

The usual file including District ID.

- Norm day – 2013

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

- CBEDS – 2013 **(Including Charter Schools)**

- All Students enrolled December 1, 2013.

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

- Dropout 2012-13 **(Including Charter Schools)**

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

- Monthly SESAC and Suspension data from non-SIS schools (**Including Charter Schools**)
- Graduation roster from all LAUSD schools (**Including Charter Schools**) with 12th grade SWD

The MCD requires charter schools to implement the District’s Integrated Student Information System (ISIS) which is now referred to as My Integrated Student Information System (MiSiS). MiSiS is a suite of applications which is designed to capture all District student data.

### **Students Achieving Above Grade Level and “Gifted”**

The curriculum at Ánimo Avalon will be focused on providing the appropriate differentiated instruction for different students of varying ability levels, including gifted or talented students. Students achieving above grade level will be identified through standardized test scores, teacher assessments and grades, and benchmark data. Students found to be achieving above grade level will have an opportunity to excel through differentiated instruction in the classroom and enrichment electives. If students request the courses but do not otherwise meet the outlined criteria, the appeal process is detailed in the student-parent handbook.

Students found to be achieving above grade level will have an opportunity to excel through flexible grouping of students within classes, differentiated instruction in the classroom in all subject areas, and Community Service/ Leadership courses that allows them to apply their knowledge in authentic contexts to improve Ánimo Avalon. Flexible grouping allows more appropriate, advanced and accelerated instruction that more closely aligns with the rapidly developing skills and capabilities of students above grade level.<sup>2</sup> Differentiated learning classrooms where gifted students reside will be given additional or complementary assignments that challenge their thinking, while adding greater depth and complexity to the curriculum.<sup>3</sup> The Community Service/Leadership courses that the Principal leads will push academically gifted students to apply their intellect to authentic projects that serve to improve Ánimo Avalon’s culture, structure, and environment. Teachers will monitor elective credit courses. Non-completion will be treated as an incomplete elective.

### **ACADEMIC CALENDAR AND SCHEDULES**

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

<sup>2</sup> “Education Organizations Call for Greater Attention to Gifted Learners in Middle Schools,” National Association for Gifted Children, 30 July 2009 <<http://www.nagc.org/index.aspx?id=1027>>

<sup>3</sup> Colangelo, N., S.G. Assouline, M. U. M. Gross, “A Nation Deceived: How Schools Hold back American’s Brightest Students,” (Iowa: The Connie Belin & Jacqueline N. Blank International Center for Gifted Education and Talent Development, 2004).

### **Attendance Requirements, School Calendar and School Time**

Ánimo Avalon Charter Middle School will use a schedule that affords students and teachers the time to do more in-depth studies, projects, experiments, etc. on a daily basis. We also feel that blocking humanities classes will allow teachers to establish a bond with their students and help them to become aware of each student's strengths and weaknesses more quickly so that we can meet each student's needs more efficiently. The schedule has been used successfully at Green Dot's other schools.

Ánimo Avalon will have at least 183 student days and an additional 10 professional development days for its teachers. It will surpass the required number of minutes of instruction as set forth in Education Code 46201. Ánimo Avalon Charter Middle School will require its pupils to be in attendance at the school site at least 80 percent of the minimum instructional time required pursuant to EC Section 47612.5(a)(1) and 47612.5(e)(1). Students at-risk of not meeting the 80 percent requirement will be referred to the Student Attendance Review Team (SART). (See Green Dot Parent/Student Handbook for more information on SART).

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

## Sample Bell Schedule for *Ánimo Avalon* (Daily Schedule)

Monday	Tuesday	Wednesday	Thursday	Friday
Student Breakfast 7:30 - 7:50	Student Breakfast 7:30 - 7:50	Student Breakfast 7:30 - 7:50	Student Breakfast 7:30 - 7:50	Student Breakfast 7:30 - 7:50
Teacher Prep Time: 7:45- 7:55	Teacher Prep Time: 7:45- 7:55	Teacher Prep Time: 7:45- 7:55	Teacher Prep Time: 7:45- 7:55	Teacher Prep Time: 7:45- 7:55
Period 1 8:00 - 8:55 (55 min)	Period 1 8:00 - 8:55 (55 min)	Period 1 8:00 - 8:50 (50 min)	Period 1 8:00 - 8:55 (55 min)	Period 1 8:00 - 8:50 (50 min)
Period 2 9:00 - 9:55 (55 min)	Period 2 9:00 - 9:55 (55 min)	Period 2 8:55 - 9:45 (50 min)	Period 2 9:00 - 9:55 (55 min)	Period 2 8:55 - 9:45 (50 min)
Period 3 10:00 - 10:55 (55 min)	Period 3 10:00 - 10:55 (55 min)	Period 3 9:50 - 10:40 (50 min)	Period 3 10:00 - 10:55 (55 min)	Period 3 9:50 - 10:40 (50 min)
Reading & Advisory 11:00 - 11:45 (45 min)	Reading & Advisory 11:00 - 11:45 (45 min)	Period 4 10:45 - 11:35 (50 min)	Reading & Advisory 11:00 - 11:45 (45 min)	Period 4 10:45 - 11:35 (50 min)
Lunch 11:45 - 12:20 (35 min)	Lunch 11:45 - 12:20 (35 min)	Lunch 11:35 - 12:10 (35 min)	Lunch 11:45 - 12:20 (35 min)	Lunch 11:35 - 12:10 (35 min)
Period 4 12:25 - 1:20 (55 min)	Period 4 12:25 - 1:20 (55 min)	Period 5 12:15 - 1:05 (50 min)	Period 4 12:25 - 1:20 (55 min)	Period 5 12:15 - 1:05 (50 min)
Period 5 1:25 - 2:20 (55 min)	Period 5 1:25 - 2:20 (55 min)	Period 6 1:10 - 2:00 (50 min)	Period 5 1:25 - 2:20 (55 min)	Period 6 1:10 - 2:00 (50 min)
Period 6 2:25 - 3:20 (55 min)	Period 6 2:25 - 3:20 (55 min)	Dismissal	Period 6 2:25 - 3:20 (55 min)	Dismissal
Dismissal	Dismissal	Teacher Professional Development	Dismissal	Teacher Professional Development
Teacher Office Hours			Teacher Office Hours	

### Bell Schedule

Periods 1 & 2 will be for Humanities courses (English Language Arts and Social Studies), where students will spend an average of 115 minutes (including the 5 minute passing period) per day in this class. This time intensive course will allow for sufficient development of students reading, writing, speaking, and listening skills, through the lens of a social studies curriculum.

The following master schedule shows how courses and teachers align with the daily schedule. We anticipate that all grade levels at *Ánimo Avalon* will follow this proposed master schedule.

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

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

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

### **Sports**

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

### **Clubs**

Ánimo Avalon will offer a variety of activities outside of the academic program. Depending on student interest and budgetary constraints, this may include backpacking trips, ropes courses, Model United Nations, debating teams, Junior Statesmen, chess club, and other student-initiated activities. We plan to take advantage of charter status flexibility in adjusting our schedule to allow these activities. Based on the operating history of other Green Dot schools, several clubs are in the school's first year of operation and are expanded in subsequent years based on student interest and demand.

## **A "Typical Day" at the Charter School – What a Visitor Should Expect to See When the School's Vision is Being Fully Implemented**

Students begin arriving at school at 7:30 a.m. and are greeted by an Administrator and Office Assistant. The school environment is a small, safe school that allows teachers and staff to provide individualized attention and prepare students for high school, college, leadership and life.

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

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

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

**Implementation Plan for School Program**

The following table provides a summary of the implementation plan for *Ánimo Avalon Charter Middle School*, showing the highest-level detail of when and how the program will be implemented. A much more detailed project plan that shows the minutiae of all the activities that go into to opening *Ánimo Avalon Charter Middle School* is available upon request.

<b>Activity</b>	<b>Est. Due Date</b>	<b>Comments</b>
Hire principal and begin principal training	4/30/2014	Principal will shadow existing Green Dot principals and participate in school startup activities
Complete student recruitment and community awareness campaign	6/30/2014	
Complete staff hiring (classified staff, teaching staff)	6/30/2014	
Complete enrolled student placement testing	7/27/2014	
Summer Bridge Complete	8/1/2014	Program for incoming students completed
All new school staff complete Green Dot professional development and training	8/10/2014	Core Values and recommended practices fully implemented in Year 1 school
Intervention training	8/10/2014	Math and reading intervention programs installed and teachers trained
Host parent orientation	8/6/2014	
Second week of school	9/2/2014	Office hours, homework clubs and guided study programs implemented
First semester of Year 1	12/21/2014	2 student-led clubs started and active
Second semester of Year 1	6/30/2015	2 additional student-led clubs started and active

**LOCAL CONTROL AND ACCOUNTABILITY PLAN**

Charter School acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that Charter School submit a Local Control and Accountability Plan (LCAP) to the Charter Schools Division and the Los Angeles County Superintendent of Schools on or before July 1, 2014. In accordance with California Education Code §§ 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 §

47605(b)(5)(A)(ii), using the Local Control and Accountability Plan template to be adopted by the State Board of Education. Charter School shall submit its annual update to the Charter Schools Division on or before July 1 of each applicable year, beginning in 2015. Charter School shall comply with all requirements of Education Code § 47606.5, including but not limited to the requirement that Charter School “shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update.” § 47606.5(e).

Refer to “Element 2, Measureable Pupil Outcomes” for the goals related to the Eight State Priorities as identified in the California Ed Code 52060 (d) and the actions Ánimo Avalon will take to achieve these goals.

### **TRANSITIONAL KINDERGARTEN**

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

## **ELEMENT 2: MEASURABLE PUPIL OUTCOMES**

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

*The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program.*

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

Ánimo Avalon is being created using the same model as Green Dot’s other charter schools, all of which are performing above comparable public schools on key performance metrics. Green Dot expects Ánimo Avalon to perform at similar levels as other Green Dot schools. As described previously, Ánimo Avalon expects to graduate students that have developed the following skills:

#### **College-Directed Learners**

- Able to think critically and analytically in order to understand complex concepts across the curriculum
- Knowledgeable of college requirements and application process
- Prepared for required high school curriculum meeting A-G requirements
- Knowledgeable regarding career field choices and educational pathways

#### **Cultural Learners**

- Aware of cultural differences, unique group histories and diverse perspectives
- Bi-literate in English and Spanish
- Able to understand the dynamics of language and culture
- Able to communicate with sensitivity within and across diverse communities

#### **Innovative Leaders**

- Models of ethical behavior through their involvement in school functions, clubs, and committees
- Able to contribute to the success of individuals and their community through voluntary service
- Effective oral communicators in distinct situations
- Informed participants in the democratic process

#### **Life-Long Learners**

- Responsible, mature decision-makers
- Goal-oriented in their personal pursuits
- Able to successfully integrate multiple uses of technology
- Adaptive to a wide array of professional and cultural settings through exposure to events outside the immediate community

All students will be held accountable to the California State standards and Common Core standards and supported to reach the Green Dot objectives for performance. In addition, Ánimo Avalon and Green Dot expect its graduates to have mastered all or part of the following:

<b>Subject Area</b>	<b>Aligned State Standards</b>	<b>Assessment Tool</b>	<b>Time(s) Given</b>
English Language Arts	- Student will read with comprehension, write with clarity, speak with meaning, and possess familiarity with literary works	Read 180 (summative)	Summer Bridge
		Benchmark (formative & summative)	Quarterly
		Timed Writing (formative & summative)	Quarterly
		ELA SBAC (summative)	Spring
English Language Development	- Students will gain increasing control of the ability to understand, speak, read and write in English	Home Language Survey (formative)	Summer Bridge
		CELDT (formative.)	Summer Bridge
		Read 180 (formative & summative)	Throughout school year
		EDGE (formative & summative)	Throughout school year
History/ Social Studies	- Students will demonstrate intellectual reasoning, reflections, and research skills related to chronological and spatial thinking, historical interpretations, and research, evidence and point of view - Students will demonstrate an understanding of Ancient Civilizations, Medieval and Early Modern Times and American history	Benchmark (formative & summative)	Quarterly
		History TBD (formative)	Spring
Mathematics	- Students will master the four arithmetic operations with whole numbers, positive fractions, positive decimals, and positive and negative integers - Students will understand the concepts of mean, median, and mode of data sets and demonstrate ability to analyze data - Students conceptually understand and work with ratios and proportions - Students will demonstrate ability to manipulate numbers and equations - Students will make conversions between different units of measurement - Students will demonstrate an understanding of the symbolic language of mathematics and the use of mathematics in a variety of problem-solving situations	Benchmark (formative & summative)	Summer Bridge
		Green Dot Diagnostics test (formative)	Summer Bridge
		Benchmark (formative & summative)	Every 6-8 weeks or quarterly
		Math SBAC (formative)	Spring
Science	- Students will demonstrate through investigation and experimentation, an understanding of the principles of physical and life science as well as ecology	Benchmark (formative & summative) NWEA	2 times per school year
		Science TBD (formative)	Spring

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

- Ability to show leadership in the community setting

- Demonstration of problem-solving skills
- Showing respect for differences among people and cultures
- Confidence in academic ability and interpersonal relations
- Evidence of working cooperatively and negotiating effectively with others

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

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

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

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

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

Ánimo Avalon will establish targets for ELA and Math on the SBAC Common Core assessment once baseline data is received from the 2014-2015 administration of the test. Yearly targets may be adjusted based on the school’s prior year academic achievement. Ánimo Avalon will strive to achieve targets and expects to be held to the same accountability standards as District schools.

Per Assembly Bill 484, several revisions to the Education Code were made that are applicable to charter schools. Charter school testing provisions will align with what Assembly Bill 484 specifies.

#### **Outcome Goals**

<b>OUTCOME</b>	<b>METHODS OF MEASUREMENT</b>	<b>FREQUENCY</b>
The School shall make Adequate Yearly Progress (AYP) as defined by the No Child Left Behind Act.	Annual AYP determination	Annually
The School shall meet or exceed a 90% rate attendance rate.	Period two (2) attendance count	Annually
The charter school will develop interim assessment targets pending the transition to Common Core aligned benchmarks in 2014-2015.	Interim assessment data	Annually

Pursuant to Education Code Section 47605(b)(5)(A)(ii), the following is a table describing the Charter School’s annual goals to be achieved in the State Priorities school-wide and for pupil

subgroups, as described in Education Code Section 52060(d), and specific annual actions to achieve those goals.

As *Ánimo Avalon* becomes more familiar with its target student population, the Charter School’s goals, actions and targets associated to the Eight State Priorities may be revised depending on the Local Control and Accountability Plan adopted by the Green Dot Board of Directors (by July 1, 2014).

**Measurable Goals of the Educational Program (Eight State Priorities)**

<b>PRIORITIES</b>	<b>GOALS</b>	<b>ACTIONS</b>	<b>METHOD OF MEASUREMENT</b>
<p>1. Basic services</p> <p><i>The degree to which teachers are appropriately assigned (E.C. §44258.9) and fully credentialed, and every pupil has sufficient access to standards-aligned instructional materials (E.C. § 60119), and school facilities are maintained in good repair (E.C. §17002(d))</i></p>	<ul style="list-style-type: none"> <li>Charter School teachers are appropriately assigned and are fully credentialed or working towards their credential in the subject areas they teach</li> </ul>	<ul style="list-style-type: none"> <li>Green Dot Human Capital conducts credential review as part of teacher hiring process</li> <li>Green Dot HR conducts regular audits of Charter School teacher credentials to ensure compliance</li> <li>Green Dot HR informs credentialed staff when credentials are near expiration</li> </ul>	<ul style="list-style-type: none"> <li>Initial and annual verification of core teacher credential</li> <li>Compliance documentation for Charter School Oversight Visit</li> </ul>
	<ul style="list-style-type: none"> <li>Students have sufficient access to instructional materials as outlined in the petition</li> </ul>	<ul style="list-style-type: none"> <li>Green Dot Education Team reviews count of Charter School instructional materials at the beginning of each school year</li> <li>Green Dot Business Managers work with Charter School Principal to ensure adequate budget for instructional materials</li> </ul>	<ul style="list-style-type: none"> <li>School maintained list of instructional materials</li> <li>Approved Charter School budget</li> </ul>
	<ul style="list-style-type: none"> <li>School facilities are maintained in good repair</li> </ul>	<ul style="list-style-type: none"> <li>Daily general cleaning by custodial staff will maintain campus cleanliness</li> <li>Regular facility inspections will screen for hazards</li> </ul>	<ul style="list-style-type: none"> <li>Daily cleanliness spot checks by School Administrators</li> <li>Site inspection documents</li> </ul>
<p>2. Implementation of academic content and performance standards</p> <p><i>Implementation of state-adopted standards, including how EL students will be enabled to gain academic</i></p>	<ul style="list-style-type: none"> <li>Charter School will fully implement state-adopted ELA and Math academic content and performance standards by School Year 2014-15 for all students, including subgroups</li> <li>Charter School will seek to implement academic content and performance standards</li> </ul>	<ul style="list-style-type: none"> <li>Green Dot implements its three year Common Core Transition Plan (SY12-13 Awareness; SY13-14 Transition; SY14-15 Implementation) across its network of schools</li> <li>Green Dot Education Team will ensure ELA</li> </ul>	<ul style="list-style-type: none"> <li>Green Dot Common Core Transition Plan</li> <li>Green Dot and Charter School professional development calendar</li> </ul>

<i>content knowledge and English language proficiency</i>	for all core subjects as they are adopted by the state	and Math curricula and assessments are aligned to the Common Core State Standards <ul style="list-style-type: none"> <li>Green Dot teachers will participate in annual professional development on the implementation of the Common Core State Standards</li> </ul>	
	<ul style="list-style-type: none"> <li>All students will gain academic content knowledge through the implementation of state-adopted academic content and performance standards</li> </ul>	<ul style="list-style-type: none"> <li>EL students will participate in ELA/Literacy instruction with appropriate instructional support</li> </ul>	<ul style="list-style-type: none"> <li>Charter School lesson plans</li> <li>Charter School teacher roster</li> </ul>
3. Parental involvement  <i>Parental involvement, including parent participation and efforts to seek parent input for decision-making</i>	<ul style="list-style-type: none"> <li>Charter School will provide opportunities for parent involvement</li> </ul>	<ul style="list-style-type: none"> <li>Charter School will host at least 3 parent activities/events per semester</li> </ul>	<ul style="list-style-type: none"> <li>Charter School parent events calendar</li> <li>Charter School parent event agenda</li> <li>Charter School parent event sign-in sheets</li> </ul>
	<ul style="list-style-type: none"> <li>Charter school will provide opportunities for parent input in school site decisions</li> </ul>	<ul style="list-style-type: none"> <li>Charter School will have at least 2 parents sitting on its School Advisory Council (SAC)</li> </ul>	<ul style="list-style-type: none"> <li>Charter School SAC roster</li> <li>Charter School SAC meeting minutes</li> </ul>
4. Pupil achievement  <i>Pupil achievement, as measured by all of the following, as applicable:  (A) Statewide assessments  (B) The Academic Performance Index  (C) Percentage of pupils who have successfully completed courses that satisfy the UC/CSU or career technical education program requirements  (D) Percentage of English learner pupils who make progress toward English proficiency as measured by the CELDT  (E) EL reclassification rate  (F) Percentage of students who have</i>	<ul style="list-style-type: none"> <li>Charter School will set and strive to meet targets in the following areas: <ul style="list-style-type: none"> <li>(A) Statewide assessments</li> <li>(B) Academic Performance Index</li> <li>(D) Percentage of EL pupils who make progress toward English proficiency on CELDT</li> <li>(E) EL reclassification rate</li> </ul> </li> <li>Metrics (C), (F) and (G) are not applicable for Middle Schools</li> <li>Charter School will set targets based on prior year data once baseline has been established</li> <li>Charter School expects to be held to the same accountability standards as District schools</li> </ul>	<ul style="list-style-type: none"> <li>Charter School will provide information on pupil achievement throughout school year</li> <li>Green Dot Knowledge Management Team will synthesize information into reports</li> <li>Green Dot Education Team will regularly review Charter School progress towards targets</li> <li>Green Dot Education Team will provide additional supports and interventions, as needed</li> </ul>	<ul style="list-style-type: none"> <li>Charter School academic performance reports</li> <li>Charter School interim assessment reports</li> <li>CA DataQuest summary and API Reports or equivalent as determined by the CA Department of Education</li> <li>CELDT Score Reports</li> <li>EL Reclassification documents</li> </ul>

<p><i>passed an AP examination with a score of 3 or higher (G) Percentage of pupils who participate in, and demonstrate college preparedness pursuant to, the Early Assessment Program</i></p>			
<p><b>5. Pupil engagement</b></p> <p><i>Pupil engagement as measured by all of the following, as applicable:</i></p> <p><i>(A) School attendance rates</i>  <i>(B) Chronic absenteeism rates</i>  <i>(C) Middle school dropout rates</i>  <i>(D) High school dropout rates</i>  <i>(E) High school graduation rates</i></p>	<ul style="list-style-type: none"> <li>• Charter School will set and strive to meet targets in the following areas: <ul style="list-style-type: none"> <li>○ (A) School attendance rates</li> <li>○ (B) Chronic absenteeism rates</li> <li>○ (C) Middle school dropout rates</li> </ul> </li> <li>• Metrics (D) and (E) are not applicable for Middle Schools</li> <li>• Charter School will set targets based on prior year data once baseline has been established</li> <li>• Charter School expects to be held to the same accountability standards as District schools</li> </ul>	<ul style="list-style-type: none"> <li>• Charter School will provide information on pupil engagement throughout school year</li> <li>• Green Dot Knowledge Management Team will synthesize information into reports</li> <li>• Green Dot Education Team will regularly review Charter School progress towards targets</li> <li>• Green Dot Education Team will provide additional supports and interventions, as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Charter School monthly, quarterly and annual ADA reports</li> <li>• Charter School student absence reports from student information system</li> <li>• Charter School student roster</li> </ul>
<p><b>6. School climate</b></p> <p><i>School climate, as measured by all of the following, as applicable:</i></p> <p><i>(A) Suspension rates</i>  <i>(B) Expulsion rates</i>  <i>(C) Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness</i></p>	<ul style="list-style-type: none"> <li>• Charter School will set and strive to meet targets in the following areas: <ul style="list-style-type: none"> <li>○ (A) Suspension rates</li> <li>○ (B) Expulsion rates</li> <li>○ (C) School satisfaction scores</li> </ul> </li> <li>• Charter School will set targets based on prior year data once baseline has been established</li> <li>• Charter School expects to be held to the same accountability standards as District schools</li> </ul>	<ul style="list-style-type: none"> <li>• Green Dot Education Team will assess Green Dot Suspension and Expulsion policies annually</li> <li>• Charter School will formally administer feedback survey for students and families at least annually</li> <li>• Charter School will provide information on school climate throughout school year</li> <li>• Green Dot Knowledge Management Team will synthesize information into reports</li> <li>• Green Dot Education Team will regularly review Charter School progress towards targets</li> <li>• Green Dot Education Team will provide additional supports and interventions, as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Charter School suspension reports</li> <li>• Charter School expulsion reports</li> <li>• Welligent reports</li> <li>• CALPADS reports</li> <li>• Charter School family and student survey results</li> </ul>

<p>7. Course of study</p> <p><i>The extent to which pupils have access to, and are enrolled in, a broad course of study, including programs and services developed and provided to unduplicated students (E.C. §42238.02) and students with exceptional needs.</i></p> <p><i>“Broad course of study” includes the following, as applicable:</i></p> <ul style="list-style-type: none"> <li>- Grades 1-6: English, mathematics, social sciences, science, visual and performing arts, health, physical education, and other as prescribed by the governing board. (E.C. §51210)</li> <li>- Grades 7-12: English, social sciences, foreign language(s), physical education, science, mathematics, visual and performing arts, applied arts, and career technical education. (E.C. §51220(a)-(i))</li> </ul>	<ul style="list-style-type: none"> <li>• Charter School will provide students with a broad array of courses including core subjects (English, Mathematics, Social Sciences, Science) and electives (e.g., Visual and Performing Arts, Health, Physical Education, Foreign Languages)</li> </ul>	<ul style="list-style-type: none"> <li>• Charter School will use prior student academic performance data to inform its master schedule</li> <li>• Charter School will design its master schedule to meet the needs of its students. Master schedule will focus on California content standards and Common Core State Standards and include Advisory and interventions, as necessary</li> </ul>	<ul style="list-style-type: none"> <li>• Charter School master schedule</li> <li>• Student schedules</li> </ul>
<p>8. Pupil outcomes</p> <p><i>Pupil outcomes, if available, in the subject areas described in E.C. §51210(a)-(i), inclusive, of §51220, as applicable</i></p>	<ul style="list-style-type: none"> <li>• Incoming sixth graders will be enrolled in Summer Bridge program</li> <li>• Students requiring additional remediation will be enrolled in Literacy and Math intervention courses</li> </ul>	<ul style="list-style-type: none"> <li>• Charter School will host Summer Bridge program annually before school year begins</li> <li>• Charter School will provide students with intervention courses for Literacy and Math, as needed</li> </ul>	<ul style="list-style-type: none"> <li>• Charter School Summer Bridge rosters</li> <li>• Student schedules</li> </ul>

### Performance Targets Aligned to State Priorities

Below is a chart “consistent with the way information is reported on a school accountability report card”, EC § 47605(b)(5)(C)), that identifies and describes specific targets that align with the Eight State Priorities identified in California Education Code § 52060(d).

As *Ánimo Avalon* becomes more familiar with its target student population, the Charter School’s goals, actions and targets associated to the Eight State Priorities may be revised depending on the

Local Control and Accountability Plan adopted by the Green Dot Board of Directors (by July 1, 2014).

**State Priority 1: Basic services**

Priorities	2014-15	2015-16	2016-17	2017-18	2018-19
Teacher assignment and credentialing – to be measured by initial and annual verification of core teacher credentials and compliance documentation for Charter School Oversight Visit					
Charter School teachers are appropriately assigned and are fully credentialed or working towards their credential in the subject areas they teach	100%	100%	100%	100%	100%
Students have sufficient access to instructional materials – to be measured by list of instructional materials and approved Charter School budget					
Students have sufficient access to instructional materials as outlined in the petition	100%	100%	100%	100%	100%
Facilities – to be measured by daily cleanliness spot checks by School Administrators and site inspection documents					
Cleanliness spot checks by School Administrators	Daily	Daily	Daily	Daily	Daily
Percentage of items on Site Inspection Lists in compliance or good standing	90%	90%	90%	90%	90%

**State Priority 2: Implementation of academic content and performance standards**

Priorities	2014-15	2015-16	2016-17	2017-18	2018-19
CCSS Implementation (ELA and Math)* – to be measured by Green Dot Common Core Transition Plan and Charter School professional development calendar					
Common Core State Standards Implementation in ELA	100%	100%	100%	100%	100%
Common Core State Standards Implementation in Math	100%	100%	100%	100%	100%
All students will gain academic content knowledge through the implementation of CCSS – to be measured by Charter School lesson plans and Charter School teacher roster					
All students will gain academic content knowledge through the implementation of state-adopted academic content and performance standards	100%	100%	100%	100%	100%

*\*Implementation of Science and Social Sciences standards will be implemented when revised academic content and performance standards have been formally adopted by CA Board of Education.*

**State Priority 3: Parental involvement**

Priorities	2014-15	2015-16	2016-17	2017-18	2018-19
Parent involvement – to be measured by Charter School parent events calendar, Charter School parent event agenda, Charter School parent event sign-in sheets					
Charter School will host parent activities/events per semester	3 activities or events				
Parent input – to be measured by School Advisory Council roster and School Advisory Council meeting minutes					
Minimum number of parents on School Advisory Council	2 parents				

**State Priority 4: Pupil achievement**

Priorities	2014-15	2015-16	2016-17	2017-18	2018-19
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Student academic achievement – to be measured by Charter School academic performance reports, Charter School interim assessment reports, CA DataQuest summary and API Reports or equivalent as determined by the CA Department of Education, CELDT Score Reports and EL Reclassification documents					
Interim assessments (Advanced/Proficient) – ELA*	29%	36%	44%	48%	51%
Interim assessments (Advanced/Proficient) – Math*	24%	32%	39%	43%	46%
Interim assessments (Below Basic/Far Below Basic) – ELA*	42%	34%	26%	23%	19%
Interim assessments (Below Basic/Far Below Basic) – Math*	49%	41%	32%	28%	24%
API growth target, or equivalent assessment target*	Meet target				
EL Progress towards English Proficiency (CELDT)*	60.0%	64.0%	67.6%	70.8%	73.8%
EL Reclassification Rate*	15%	16%	17%	18%	19%

\*Interim Assessment, API, CELDT and EL Reclassification Rate targets may be revised as *Ánimo Avalon* becomes more familiar with its student population and as assessments change. The targets currently align to Green Dot's Gold Standard Targets, which were derived from academic performance at the top performing public schools in California with demographics similar to the areas in South Los Angeles in which Green Dot operates.

### State Priority 5: Pupil engagement

Priorities	2014-15	2015-16	2016-17	2017-18	2018-19
Student engagement – to be measured by Charter School ADA reports, student absence reports and student rosters					
Attendance *	98%	98%	98%	98%	98%
Chronic absenteeism*	<1%	<1%	<1%	<1%	<1%
Middle School dropout*	<1%	<1%	<1%	<1%	<1%

\*Attendance, Chronic Absenteeism and Middle School Dropout targets may be revised as *Ánimo Avalon* becomes more familiar with its student population.

### State Priority 6: School climate

Priorities	2014-15	2015-16	2016-17	2017-18	2018-19
School climate – to be measured by Charter School suspension reports, expulsion reports, Welligent reports, CALPADS reports and family/student survey results					
Suspension*	12%	11%	10%	9%	8%
Expulsion*	<1%	<1%	<1%	<1%	<1%
Parent/student school satisfaction *	85%	85%	85%	85%	85%

\*Suspension, Expulsion and School Satisfaction targets may be revised as *Ánimo Avalon* becomes more familiar with its student population.

### State Priority 7: Course of study

Priorities	2014-15	2015-16	2016-17	2017-18	2018-19
Charter School will provide students with a broad array of courses – to be measured by Charter School master schedule and student schedules					
Charter School will provide students with a broad array of courses including core subjects (English, Mathematics, Social Sciences, Science) and electives (e.g., Visual and Performing Arts, Health, Physical Education, Foreign Languages)	100%	100%	100%	100%	100%

### State Priority 8: Pupil outcomes

Priorities	2014-15	2015-16	2016-17	2017-18	2018-19
Student participation in academic programs – to be measured by Charter School Summer Bridge rosters and student schedules					
Student participation in Summer Bridge program*	80%	80%	80%	80%	80%
Students enrolled in ELA intervention courses*	80%	80%	80%	80%	80%
Students enrolled in Math intervention courses*	80%	80%	80%	80%	80%

*\*Program Participation targets may be revised as Ánimo Avalon becomes more familiar with its student population and student needs are assessed.*

### **Benchmarks To Be Met**

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

### Comparison Schools

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

### **Delineation of When and How Pupil Outcomes will be Assessed**

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

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

Ánimo Avalon will use interim assessments aligned to benchmark student progress in core areas including English, Math, Science and History. This program includes pacing guides, exams, a variety of data reports and analysis of student scores. The goals of the program are listed below:

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

Ánimo Avalon agrees to the following:

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

Ánimo Avalon staff will also use data from state assessments, diagnostic assessment (e.g. Read 180, Math Diagnostic) and classroom assessments on a quarterly basis to inform instruction and student placement. Ánimo Avalon will use all of these indicators to monitor student growth and school progress. The staff will analyze student achievement data to determine the areas of highest need and to develop specific goals and steps to be taken to increase student achievement. Each department will set goals at the beginning of each year to determine steps to be taken to achieve the goals. For example, after reviewing state test data, the math department may set a goal to increase the number of students in the “Advanced” category in Algebra by 15%. The department then establishes steps to take, including resources to be used, to help them reach this goal. In addition, the review of student grades each quarter leads to discussions about the types of assessments each teacher uses as well as the ways in which teachers are grading.

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

Green Dot believes a critical piece to student success is a student’s ability to assess his/her own work against set standards. Plan, Do, Study, and Act (described in further detail in Element 3) are the steps used by staff when creating unit plans and daily lesson plans. This technique is

founded on the notion that teachers must clearly define what they expect students to learn if students are to achieve at high levels. Students must have visible targets for work, be able to evaluate their own work, and set goals for their own effort.

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

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

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

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

## **ELEMENT 3: METHOD BY WHICH PUPIL PROGRESS TOWARD OUTCOMES WILL BE MEASURED**

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

*The method by which pupil progress in meeting those pupil outcomes is to be measured.*

#### **Student Assessments**

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

- **Placement exams:** All incoming enrolled students are given placement exams in order to determine proficiency levels in math and reading. Comparable tests are given at the end of the year to measure progress. The CELDT exam is administered at the beginning of the year to determine English language proficiency for those whose first language is not English. CELDT is administered annually until students are designated English fluent.
- **State-Required Standardized Tests:** All state-required tests are given and analyzed closely. 5<sup>th</sup> grade scores for incoming 6<sup>th</sup> grade students are gathered after enrollment so that growth can be compared.
- **Green Dot Interim Assessments:** Green Dot schools will use interim assessments to assess student mastery of standards, norm teaching practices across schools, and drive teacher reflection and improvement of practice. Animo Avalon's assessment plan is described in more detail in "Element 2, Measureable Pupil Outcomes." These assessments may be developed internally or may be developed by nationally-normed assessment providers such as: NWEA, Action Learning Systems and Carnegie Learning.
- **Traditional Classroom Assessments:** Quizzes, essays, projects and exams are delivered regularly in classes.
- **Other Assessments:** Students are also measured regularly in non-curricular areas such as class attendance and discipline.

Green Dot uses two data and information management systems (PowerSchool and Data Director) to track students' progress on classroom and state standardized assessments. Teachers critically analyze student data, identify strengths and weaknesses, and develop individualized learning plans for their students. Goals are clearly communicated to students and parents on a regular basis. Assessments and data analysis help administrators and teachers improve instruction.

Student performance will also be measured in non-curricular areas such as class attendance and discipline. For example, Animo Avalon will actively track each student's attendance and conduct.

#### **STANDARDIZED TESTING**

Charter School agrees to comply with and adhere to the State requirements for participation and administration of all state mandated tests. If Charter School does not test (i.e., STAR, CELDT,

CAHSEE) with the District, Charter School hereby grants authority to the state of California to provide a copy of all test results directly to the District as well as Charter School.

Per Assembly Bill 484, several revisions to the Education Code were made that are applicable to charter schools. Charter school testing provisions will align with what Assembly Bill 484 specifies.

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

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

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

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

### Matrix of Evidence to Improve Pupil Learning

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

### Grading Policy

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

Green Dot requires that all of its teachers publish a grading policy for each course. Teachers publish course grading policies in each course's syllabus and review the grading policy with the school site principal for approval. As with other Green Dot schools, Ánimo Avalon's Principal will work with teachers and departments to align grading policies across the school site. Each school and course generally adheres to the following standard grading policy: 1) Students are given letter grades for assignments and courses whereby scores between 90-100 receive an "A" grade, scores between 80-89 receive a "B" grade and so on; and 2) Courses typically assign a percentage of a student's total course grade to each of the following categories: homework, quizzes, mid-terms, finals, and class projects. A "typical" class will assign 15% of the total course grade to homework, 20% to quizzes, 20% to mid-terms, 30% to final exams, and 15% to class projects such as portfolios, presentations, or other authentic assessments. (Please see the Parent-Student Handbook for more information on the grading policy).

## **ELEMENT 4: GOVERNANCE**

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

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

### **GENERAL PROVISIONS**

As an independent charter school, *Ánimo Avalon*, 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.

*Ánimo Avalon* shall comply with the Brown Act and the Public Records Act.

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

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

Charter School shall send to the CSD copies of all governing board meeting agendas at the same time that they are posted in accordance with the Brown Act. Charter School shall also send to the CSD copies of all board meeting minutes within one week of governing board approval of the minutes.

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

### **Nonprofit Public Benefit Corporation**

*Ánimo Avalon* will be an independent charter school governed by Green Dot Public Schools, a 501 (c) (3) non-profit benefit California Corporation operated per Education Code section 47604. Green Dot is governed by a corporate Board of Directors ("Board" or "Board of Directors") in accordance with its adopted corporate bylaws, which shall be consistent with the terms of this charter. Ultimate responsibility for the governance of *Ánimo Avalon* will rest with Green Dot's Board of Directors. The Board of Directors will be responsible for major strategic and policy decisions related to the schools and will also need to ensure *Ánimo Avalon's* financial sustainability. *Ánimo Avalon* and/or its non-profit corporation Green Dot Public Schools is a separate legal entity and will be solely responsible for the debts and obligations of the Charter School. Attached, as an Appendix, please find the articles of incorporation and corporate bylaws of Green Dot Public Schools.

## **Green Dot Board of Directors**

New members of the Green Dot Board of Directors are typically nominated by an existing board member(s). The Green Dot Board frequently discusses additions to its membership based on the need to add additional functional expertise and/or balance representation of the communities served by Ánimo Avalon and other Green Dot schools. Once nominated, the board undergoes a thorough review process including a nominee's professional background, community involvement, and commitment to Green Dot's mission. In order to be confirmed, nominees will have to receive a unanimous vote by the existing Board of Directors.

## **Board Authority**

The Board approves budgets for Ánimo Avalon, approves major school and Green Dot policies. The Board's responsibilities include, but are not limited to, the following:

- Determine the school intention and overall program design as described in the charter;
- Establish educational policies with respects to admitting students;
- Determine staffing patterns and design;
- Determine the number of personnel and kinds of personnel required;
- Ensure the rights and educational opportunities of all students;
- Maintain Board operations;
- Move or modify facilities;
- Establish budget procedures and determine budgetary allocations;
- Determine the methods of raising revenue;
- Contract out work and take action on any matter in the event of an emergency, consistent with any limitations; and
- Conduct student expulsion and employee termination appeals.

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 is not in conflict with the purposes for which schools are established. The Board may execute any powers delegated to it by law, and shall discharge any duty imposed upon it by law, and may delegate to Management Team employees, including input from school site administrators, any of those duties excluding "Maintain Board operations." The Board however, retains ultimate responsibility over the performance of those powers or duties so delegated. Such delegation will: be in writing; specify the appropriate entity or persons (including but not limited to Management Team employees) designated by the Board; describe in specific terms the authority of the Board of Directors being delegated, any conditions on the delegated authority or its exercise and the beginning and ending dates of the delegation; and require an affirmative vote of a majority of Board members at a meeting compliant with the Brown Act.

## **Board Meetings**

The entire Green Dot Board of Directors meets on a quarterly basis. All board meetings are open to the public. Meeting notices and agendas will be made available and posted to the public prior to board meetings (both online posting as well as physical posting for public viewing). For all regular meetings, an agenda will be posted 72 hours in advance, on the main entrance of its Home Office at 1149 S. Hill St., Ste. 600, Los Angeles, CA 90015. Meeting minutes and board

actions are recorded and copies are placed on the bulletin board in the main office and are made also available to the public via the Green Dot website. The public may request board records by calling Green Dot at (323) 565-1600 or via email at [info@greendot.org](mailto:info@greendot.org).

### **Green Dot Management**

Green Dot's Management Team will be responsible for the majority of the policy setting decisions including the following: develop general policies of the School; recommend and monitor the School's annual budget; ensure operation of the school in accordance with the charter and the law; and hiring the School's Principal. In addition, Green Dot's Management Team is responsible for setting up systems and processes that support academic achievement and growth, operational effectiveness, financial sustainability, parent and community engagement and compliance across the network of schools. The Management Team is required to manage, support and hold accountable all Green Dot employees in order to fulfill the requirements of each charter petition within the Green Dot network. Board approval required on critical decisions impacting Board-level responsibilities are described above in "Element 4, Governance, Board Authority."

Cluster Director-level and above leaders are part of the Management Team (e.g., CEO, President and CAO, CFO, VP of Education, VP of Human Capital, VP of National Expansion, VP of IT, VP of Employee Solutions, VP of Finance and Business Affairs, Cluster Directors). Members of the Management Team are selected by the CEO as authorized by the Board. The Green Dot Management Team will meet on a weekly basis to focus on key issues dealing with *Ánimo Avalon* and other schools. Green Dot Management will meet with the principal formally on a monthly basis to discuss academic success, school operations, financial management, attendance, reporting, etc. This process helps ensure that schools are hitting their targets and continually improving. School performance and data will be relied on heavily for decision making.

### **School Principal**

The Principal will be responsible for the daily administrative operation of the school and is accountable first to Green Dot Management and ultimately to Green Dot's Board. Additionally, a School Advisory Council made up of the Principal, teachers, staff and community members will exist in order to help with the day-to-day decisions occurring at the school site level.

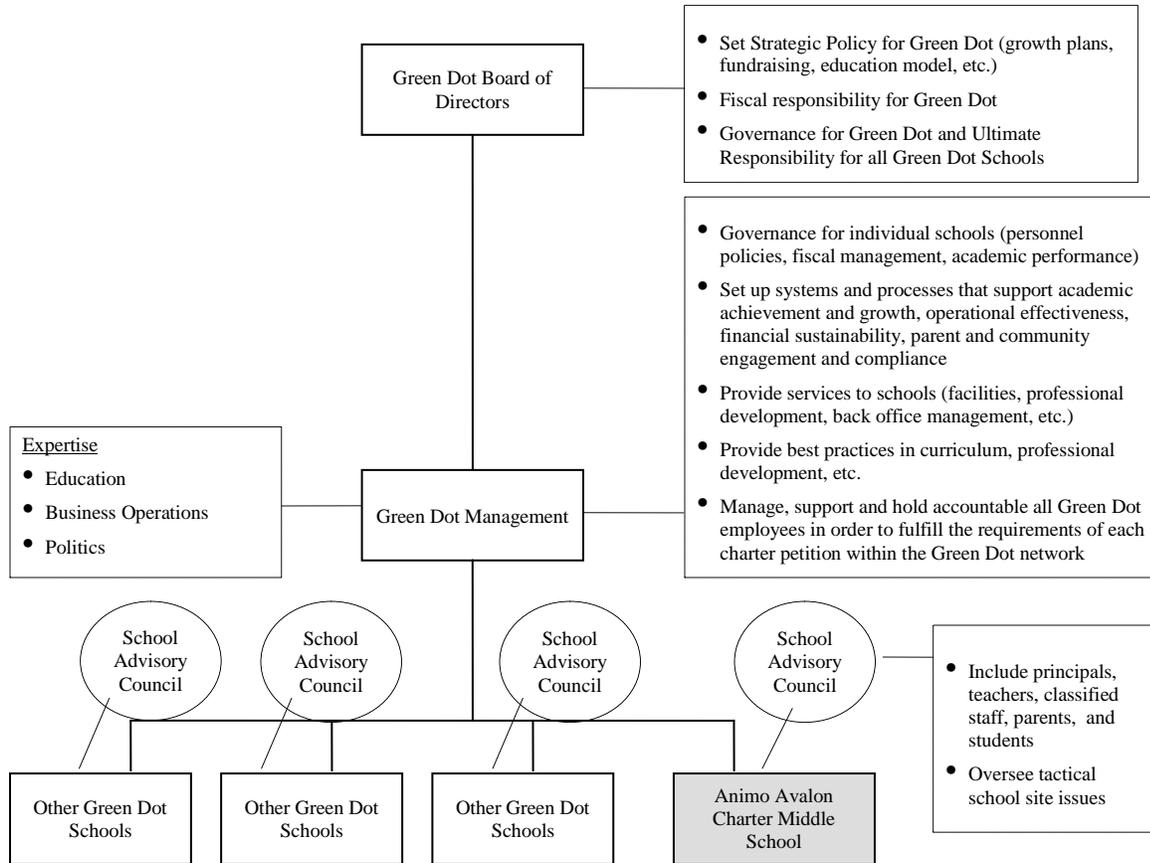
### **School Advisory Council**

There will be numerous opportunities for students and parents to participate in the implementation and growth of the school and learn about leadership. Students will be encouraged to help design and assist in the administration of many school programs, including the disciplinary process, student recruiting, all-school meetings, and the school newspaper.

Parents will be treated by staff members as collaborators in the educational process. The Advisory Council, comprised of parents, teachers, classified staff, students, community representatives, and administrators, will also recommend policy to Green Dot management. The composition of the School Advisory Council may include: the Principal, 4 teachers, 1 classified staff member, 3 parents and 3 students. Teachers and classified staff members are nominated or volunteer to serve on the School Advisory Council. Parents are given the opportunity to volunteer and can earn service hours for their participation on the School Advisory Council.

Students may be selected from the School’s Student Council to participate. The School Advisory Council will meet monthly. Parental views and expertise will be sought in developing policies and solving school-wide problems through representatives serving on the Advisory Council and various committees. Communication with parents, whether about school policies and programs or about their own children, will be frequent, clear and two-way.

Below is a diagram of the Green Dot governing structure:



**Management Team (Chief-level positions)**

Marco Petruzzi – Chief Executive Officer

Marco Petruzzi is the Chief Executive Officer of Green Dot Public Schools. He originally joined Green Dot as President and Chief Operating Officer in January 2007. Prior to Green Dot, Marco founded r3 school solutions, an organization that provided management and administrative services to charter management organizations. Prior to founding r3 school solutions, he was a Vice President at Bain & Co., a global management consulting firm. Marco has fifteen years of consulting experience working with top management of major international groups in corporate and product-market strategy, channel management, pricing strategy, commercial organization, operations, R&D management and supply chain management assignments, in the USA, South America, and Europe. Prior to joining Bain & Company, Marco also worked at McKinsey & Co. and for Enichem Americas, a petrochemical trading company based in New York. Marco earned

a B.S. in Industrial Engineering at Columbia University, where he also earned an M.B.A. He has extensive international experience, having lived in six different countries, and is fluent in four languages (English, Spanish, Portuguese and Italian). Marco, an active community member, is married and has two children, both attending public schools. He is also the Venice chapter president of LAPU (Los Angeles Parents Union) and served on Green Dot's Board of Directors from 2002 until 2006.

*Dr. Cristina de Jesus – President & Chief Academic Officer*

Dr. Cristina de Jesus is Green Dot's President and Chief Academic Officer. She currently oversees all academic programs, curriculum development, human capital and training programs for administrators and teachers. She previously served for two years as Vice President of Curriculum and Instruction, and for four years as the founding principal at Ànimo Inglewood Charter High School, Green Dot's second school. Prior to joining Green Dot, Cristina was an English and History teacher for seven years in the Santa Monica/Malibu School District. While in Santa Monica, she served as the Department Chair for the English Department at Lincoln Middle School. She also received many awards while at Lincoln Middle School: Lincoln Middle School Teacher of the Year, Santa Monica Jaycees Young Educator of the Year, and a PTSA award for service to the school and the community. In 2001, she received National Board Certification from the National Board of Professional Teaching Standards in Early Adolescence English/Language Arts. She has earned a Masters of Education, a Masters of Education Administration, and her doctorate in Educational Leadership from UCLA.

*Sabrina Ayala – Chief Financial Officer*

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

**Board of Directors**

*Marlene Canter – Chairman of the Board, Former LAUSD Board President*

Marlene Canter, overwhelmingly elected twice to the Los Angeles City Board of Education, served as Board Member for District 4 from 2001 to 2009 and as President from 2005 to 2007. The Los Angeles Business Journal named her Woman Executive of the Year in 2006 for her leadership of the Board. In 2008, the League of Women Voters presented her with their Government Leadership Award. In 2009, Ms. Canter received the Educator of the Year award from Loyola Marymount University's School of Education.

During her tenure on the Board, Ms. Canter made teacher quality and children's health and well-

being her top priorities. She authored resolutions to ban the sale of soft drinks and junk food in LAUSD schools — which passed in 2002 and 2003, respectively — making LAUSD the first large urban district in the nation to approve such bans. California and many other districts have since adopted similar nutrition reforms.

Ms. Canter was willing to take on controversial issues and authored successful resolutions calling for increased scrutiny in teacher evaluations, the granting of tenure and changes to the state Education Code governing the certificated employee dismissal process. She now sits on the LAUSD Teacher Quality Task Force and will play a role in developing recommendations for legislative changes regarding teacher dismissals and seniority, strategies for implementing a merit pay system and improving the teacher evaluation process.

Ms. Canter chaired the Board's Charters and Innovation Committee, a new committee she conceived to help drive school and District transformation. The Committee supported the District's efforts to create innovative partnerships, provided oversight for charter schools, and to facilitated reforms in the District.

Drawing on her 30-year career as co-CEO of a successful teacher training company, Ms. Canter also created the Board's Human Resources Committee. The committee, which she chaired for 4 years, oversaw impressive improvement in the recruitment of highly qualified teachers. Ninety-four percent of the District's new hires now meet the State's definition of highly qualified compared to 64 percent of new hires in 2002/03.

Ms. Canter began her career in education as a special education teacher at Alta Loma Elementary School. She went on to co-found and serve as the co-CEO of Canter & Associates, now Laureate Education, Inc. The company became one of the world's leading teacher-training organizations and trained more than 1 million K-12 teachers worldwide. It developed an extensive catalogue of professional development programs, distance learning graduate courseware and resource materials for teachers, administrators, and parents.

Ms. Canter sat on State Superintendent Jack O'Connell's P-16 Council and on the Board of Directors for her alma mater, Pacific Oaks College. She is also an advisor to the Children's Partnership, a national nonprofit, nonpartisan child advocacy organization. Ms. Canter also has served on the Boards of Directors for the Elizabeth Glaser Pediatric AIDS Foundation and the Kehillath Israel Synagogue of Pacific Palisades.

*Kevin Reed – Vice Chancellor of Legal Affairs at UCLA*

As Vice Chancellor-Legal Affairs, Kevin S. Reed oversees UCLA's provision of campus-wide legal services, counseling, advice, assistance and litigation. He also supervises the provision of ombuds services, the prevention of sexual harassment and compliance with Title IX. A civil rights lawyer by training, Reed joined UCLA in March 2008, after serving as general counsel of the Los Angeles Unified School District (LAUSD), the nation's second largest school district. In nearly five years there, he directed LAUSD legal affairs, conducted litigation for the district and oversaw the work of 40 outside law firms and 40 in-house attorneys. Prior to joining LAUSD, Reed spent nearly 8 years in a boutique litigation firm, which followed six years as the managing attorney for the western regional office of the NAACP Legal Defense and Educational Fund,

Inc., in Los Angeles.

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

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

*Brad Rosenberg, Chairman Imagine L.A.*

Brad Rosenberg is a successful businessman who has always worked to give back to the community. Over the past 40 years, Mr. Rosenberg has created and managed a variety of businesses - ranging from manufacturing, real estate development, management and commercial services. Since 1990, he has been president of SBR Investments, Inc., a real estate and investment company. He has used this business expertise to aid several philanthropic and non-profit organizations become more effective in their missions.

Since 2008, Mr. Rosenberg has served as Chairman of the Board Imagine LA, developing a framework for a business model that achieves the non-profits' mission and goals to help homeless families into long-term housing and self-sufficiency. Under Mr. Rosenberg's leadership, the number of families served by Imagine LA has increased dramatically.

Mr. Rosenberg currently sits on the Board of Directors of Green Dot Public Schools, serving in several capacities including Chairman of the Development Committee and Secretary of the Board of Directors. Since 1967, he has served as a member of the board of Trustees for Jewish Big Brothers Big Sisters of Los Angeles/Camp Max Straus where he had also served as Interim Executive Director and Chairman. He was founding Chairman of Save-Our-Mountains and Glendale/ La Crescenta V.O.I.C.E., both groups organized to protect local wilderness recreational areas.

Mr. Rosenberg holds a bachelor's degree in Marketing from Michigan State University and a MBA in Finance from the University of Southern California.

*Gilbert Vasquez - Managing Partner, Vasquez & Company, LLP*

Mr. Gilbert R. Vasquez is the Managing Partner of the certified public accounting firm of Vasquez & Company LLP. Since 1967, he has managed and directed a successful practice in public accounting, auditing, taxation, and financial consulting. Mr. Vasquez was a Chapter 7 Panel Trustee in the Central District of California, handling in excess of 3,000 bankruptcy cases annually. He has also served as a Chapter 11 Trustee, a Bankruptcy Examiner and a Receiver. Mr. Vasquez is recognized as a prominent Certified Public Accountant, community leader and entrepreneur. He is a member in good standing with the American Institute of Certified Public Accountants and the California Society of CPAs. He is a past president of the California Board of Accountancy, the organization that licenses and regulates CPAs in California. He was the founder and past president of the Association of Latino Professionals in Finance and Accounting (ALPFA) – the most successful professional Latino association in the United States of America. He currently sits on its Corporate Advisory Board.

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

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

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

*Noah Mamet - President, Mamet & Associates*

Noah Mamet founded his business and political consulting firm, Noah Mamet & Associates LLC, in 2004 after seven years as National Finance Director for the House Democratic Leader, Congressman Richard A. Gephardt. Over the last eight years, Mr. Mamet has overseen expansion of the firm to include offices in San Francisco and New York and is a private consultant for business and political affairs to numerous companies, families and individuals. He is also an unpaid advisor and fundraiser to numerous Democratic political campaigns, including Presidential, Senate, House and Gubernatorial races.

Between 1995 and 2002, Mr. Mamet led efforts for Leader Gephardt to raise over \$238 million for Democratic congressional campaigns, committees and other political groups. Mr. Mamet has over 20 years of development and fundraising experience and has worked directly for numerous national and international political leaders, including Secretary of State Madeleine Albright, President Mikhail Gorbachev, and Speaker of the House of Representatives, Nancy Pelosi. He has also consulted for numerous top business executives, including Elon Musk, Russell Goldsmith, Casey Wasserman, Marc Nathanson, Leo Hindery, Haim Saban, Berry Gordy, Chris Silbermann and Walter Shorenstein, among many others.

Mr. Mamet's charitable work includes his role as an active board member for the LA-based Green Dot Public Schools, which is the largest public charter school operator in CA and a leading catalyst for education reform nationwide. In addition, Mr. Mamet is a board member of NatureBridge, a national nonprofit organization which teaches math and science to underprivileged kids through an innovative approach, including field trips to national and state parks. A graduate of UCLA, Mr. Mamet has been a member of the American Council of Young Political Leaders, the National Jewish Democratic Council (MDC) as well as the Manhattan Beach Parks and Recreation Commission.

*Denita Willoughby – Former Vice President of External Affairs, AT&T California*

Denita Willoughby was named CEO of The Wiki Group, Inc. (previously WikiLoan) on March 1, 2012. She is responsible for overseeing world-wide operations and the long-term financial viability of the corporation. Previously, Willoughby was with AT&T for over 15 years. She was Vice President of External Affairs in the Greater Los Angeles Area, AT&T's largest market. She was responsible for working with key stakeholders to upgrade AT&T's Uverse and wireless networks. Her previous role was VP of Programming for AT&T's Uverse Video Content team. Willoughby acquired content and negotiated cable network contracts. Willoughby is an experienced executive with strong P&L, sales and leadership experience, with past roles at SBC, Morgan Stanley and IBM. Named by the California Diversity Magazine as one of the Most Powerful and Influential Women in California, Willoughby has an engineering degree from the University of Wisconsin-Madison and a MBA from Harvard Business School. She is a member of the board for California Institute of the Arts, Green Dot Public Schools, Unite LA and Vision to Learn.

*Arielle Zurzolo – Executive Director of Strategic Partnerships, Teach Plus*

Arielle Zurzolo is the Executive Director of Strategic Partnerships at Teach Plus. Prior to that, she served as the President of Asociación de Maestros Unidos (AMU), the teacher and counselor union for Green Dot Public Schools. Arielle was born and raised in Los Angeles, California and attended LAUSD schools because her family believes in free education but unfortunately LAUSD did not provide an academically challenging experience. She is dedicated to improving public education in her hometown because this battle is a personal one. She believes Green Dot will raise this bar and challenge other districts to improve their quality so that all students are served.

Arielle has taught several classes at Ánimo Venice including Ethnic Studies, Sociology, Freshmen Seminar and Reading Intervention. She advised the R.A.P. tribe, an afterschool

performing arts group, and the Gay Straight Alliance. She has seen students' transformations with her own eyes when they begin Green Dot at low academic levels with little motivation to succeed and leave with a High School diploma and excited to engage in the world that lays open in front of them.

Arielle decided to run for the AMU Executive Board so she can support her fellow teachers and counselors in their amazing work with students and each other. Her philosophy champions union/management collaboration that puts students first. She supports improving salary and working conditions and believes it is the union's duty to also ensure that teachers and counselors take leadership roles on their campuses since they are the adults who are "on the ground" and spend the most time interacting with students and parents. She also believes that Green Dot and AMU should work to keep local control and decision-making at the sites so that they can best serve the unique communities in which they exist.

*Paul Miller – Los Angeles Unified School District*

Paul Miller is a Program and Policy Development Specialist in the Human Resources Department of the Los Angeles Unified School District. Paul Miller joined LAUSD after serving as Chair of the transition team for Superintendent John Deasy. Prior to joining LAUSD, Paul Miller served Teach For America as Executive Director of the Los Angeles region from 2009-2011. Under his leadership Teach For America-Los Angeles teachers achieved the highest teacher effectiveness results in Teach For America-Los Angeles' 20 year history. Paul Miller came to Teach For America after spending the previous two years leading economic development efforts in Camden, New Jersey, first as President of the Cooper Grant Neighborhood Association, and subsequently, as President of the Board of Directors and Acting Chief Executive Officer of the Camden Empowerment Zone Corporation. Paul has worked and studied in the UK, earning a Master of Science at the London School of Economics and pursuing a Ph.D. in International Studies at Cambridge University. He completed his undergraduate degree at the University of Southern California where he earned a bachelor's degree in Political Science and Psychology and was elected to the Phi Beta Kappa Honor Society. Paul is also a recipient of a Marshall Scholarship, a Truman Scholarship and a Galbraith Scholarship. Paul currently serves as a member of the Green Dot Public Schools Board of Directors and a member of the Loyola Marymount University School of Education Board of Visitors.

*Ref Rodriguez - Co-Founder, PUC*

Ref Rodriguez is President and CEO of Partners for Developing Futures (Partners). Partners is a social venture investment and technical assistance provider that targets high-potential, early-stage minority-led charter schools and charter school networks that serve underserved students. Prior to joining Partners, Ref was Co-Chief Executive Officer of Partnerships to Uplift Communities (PUC), a charter school management organization serving communities in the Northeast San Fernando Valley and Northeast Los Angeles.

During his tenure, PUC developed 10 schools and became a well-regarded charter management organization in California. Ref's original inspiration for starting a charter school was to offer high quality learning experiences for youth in the predominantly Latino working class community where he grew up. His outrage for being considered "fortunate" for having graduated from college because of his socio-economic background is what drives him to create and support

schools where college graduation is an expectation for all. He currently serves on the Boards of Partnerships to Uplift Communities, Green Dot Public Schools, Education Pioneers-Los Angeles, and the Alliance for a Better Community.

*Timothy S. Wahl, Faculty Member Cal State Northridge*

Timothy Wahl has more than 40 years' experience as an attorney specializing in banking and finance, business law and compliance issues in both the private and public sectors. Mr. Wahl currently serves as a faculty member at California State University at Northridge teaching an advanced course in business law.

Prior to this, he was a consultant to a private equity firm and earlier, served Fidelity Capital Market Services as Vice President for Capital Markets compliance. Previously, Mr. Wahl was General Counsel for Citigroup Capital Strategies and earlier served as Executive Vice President and General Counsel for First Nationwide Bank and General Counsel for Citigroup's consumer bank.

His background includes the position of senior attorney at several U.S. government agencies, including the Federal Home Loan Bank of San Francisco, the Justice Department and the Federal Deposit Insurance Corporation.

Mr. Wahl also serves on the Board of Directors for Green Dot Public Schools. Mr. Wahl earned a B.A. from Villanova University, an M.B.A. from Rutgers University and a law degree from California Western School of Law.

*Jon P. Goodman, President Town Hall Los Angeles*

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

As Director of the EC<sup>2</sup> Incubator at University of Southern California's Annenberg Center, Goodman built and led the nation's first new media incubator. Before founding EC<sup>2</sup>, she was the Director of the Entrepreneur Program at USC where she led it to the top-five national rankings. In that position, she developed the first entrepreneurial programs in South Los Angeles High Schools including Rosemead High School, Downey High School and Manual Arts High School. Goodman created the first direct business assistance program in South Los Angeles—The University Community Outreach Program/Business Expansion Network. She was a Founding Director of the Digital Coast Roundtable, has served as the Chair of the Los Angeles Venture Forum, and is currently a board member of Sage Publications, Inc., and Green Dot Public Schools.

Before relocation to Los Angeles, Goodman served as research professor and founder/Director of the University of Houston/Gulf Coast Small Business Development Center at the Bauer College of Business Administration, Strategy and Microeconomics from the University of Georgia.

Throughout her career, she has been consistently recognized as an innovative, creative and committed leader. She was selected by *Wired* magazine as one of the 20 people in the nation who will help form the future of the entertainment industry and by the *Los Angeles Times* as one of the 10 most influential people on the region's technology business.

Jess Womack, Attorney

Jess Womack, an attorney, most recently served as Inspector General of the Los Angeles Unified School District (LAUSD), the second largest public school district in the United States. Previously, Mr. Womack assisted the LAUSD's General Counsel in handling substantive matters for the office and assumed the duties of the General Counsel in his absence. He also served as an Associate General Counsel II and team leader for the LAUSD's Facilities Program, where he managed the legal team in the Office of the General Counsel that supports the LAUSD's \$18 billion school construction and modernization program.

Prior to joining LAUSD in 2002, Mr. Womack enjoyed a 30-year legal career with the Ford Motor Company and the Atlantic Richfield Company (ARCO), where he managed the Environmental Law Department. Womack retired from ARCO in 2000. He has an extensive background in litigation, environmental law, labor law, administrative law and school construction law. Mr. Womack has also served as General Counsel for the Los Angeles Community Development Bank.

Mr. Womack is active in a number of organizations. He is Vice President of the Los Angeles Conservancy, on the Board of Directors of the Environmental Law Institute, a member of the Board of Trustees of Albion College, a member of the Advisory Board of the California Lawyer legal journal and past President of the American Corporate Counsel Association.

Mr. Womack received his B.A. from Albion College in Albion, Michigan, and his J.D. from the University of Michigan in Ann Arbor, Michigan. In addition, he served two years as a Peace Corps volunteer in Kenya and served in the United States Army as a Platoon Sergeant with the 101<sup>st</sup> Airborne Division in Vietnam.

Bradley Tabach-Bank, General Counsel RP Realty Partners

Bradley Tabach-Bank was born and raised in Los Angeles. Mr. Tabach-Bank has been practicing law in Los Angeles since 1970 and currently splits his time between RP Realty Partners where he is in-house General Counsel and Beverly Loan Company which he owns with his son. Prior to joining RP in 2005, Mr. Tabach-Bank, was Counsel to Reish, Luftman, Reicher & Cohen from 2003 to 2005. From 1982 to 2003, Mr. Tabach-Bank was a principal of the law firm Tabach-Bank & Levenstein. Mr. Tabach-Bank was named a Real Estate Super Lawyer by Los Angeles Magazine in 2005, 2006 and 2007. Mr. Tabach-Bank has served on a number of charitable and educational boards and committees, including UCLA Live (Executive Committee), Vista Del Mar Child and Family Services (former Chair), Hebrew Union College, University of Southern California's Center for the Study of Jews in American Life, Jewish Federation Committee for

Support of the Vulnerable, and the Israel Cancer Research Fund, which honored him as its Humanitarian of the Year in 2005. Mr. Tabach-Bank was also honored by the Pancreatic Cancer Action Network in 2007. Mr. Tabach-Bank holds a Bachelor of Arts degree from the University of California at Berkeley and a Juris Doctor degree from Cornell University Law School.

Peter Scranton

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

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

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

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

Larry Wasserman, Chief Financial Officer for DreamWorks Studios

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

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

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

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

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

Charter School shall adopt and publish complaint procedures providing for prompt and equitable resolution of student and employee complaints alleging any action which 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 *Ánimo Avalon* does not discriminate on the basis of sex or mental or physical disability in the educational programs or activities which it operates, and that it is required by Title IX and Section 504 not to discriminate on any such basis.

Charter School shall establish and provide a uniform complaint procedure in accordance with applicable federal and state laws and regulations, including all applicable requirements of Cal. Admin. Code, tit. 5, §§ 4600 *et seq.*

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

Charter School shall extend its uniform complaint procedure to complaints pursuant to the local control funding formula. (Cal. Educ. Code section 52075).

## **LEGAL AND POLICY COMPLIANCE**

*Ánimo Avalon* shall comply with all applicable federal and state laws and regulations, and District policy as it relates to charter schools.

## **RESPONDING TO INQUIRIES**

*Ánimo Avalon*, including its nonprofit corporation, shall promptly respond to all inquiries, including but not limited to inquiries regarding financial records from the District, and shall cooperate with the District regarding any inquiries. *Ánimo Avalon*, including its nonprofit corporation, acknowledges that it is subject to audit by LAUSD, including, without limitation, audit by the District Office of the Inspector General.

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

### **NOTIFICATION OF THE DISTRICT**

Ánimo Avalon shall notify the Charter Schools Division in writing of any citations or notices of workplace hazards, investigations by outside regulatory or investigative agencies, lawsuits, or other formal complaints, within one week of receipt of such notices by Ánimo Avalon. Charter School shall also notify the CSD in writing of any internal investigations within one week of commencing investigation.

Green Dot adheres to all federal, state and local laws, regulations and procedures. Investigations are conducted centrally through the Green Dot Home Office. In general, Green Dot legal and human resources teams conduct systematic research of complaints and allegations raised by any stakeholder group. Based on the outcomes of this research, Green Dot determines appropriate and legally compliant next steps on a case-by-case basis.

### **TRANSFER OF STUDENT RECORDS**

When a student transfers for any reason from Charter School to any other school, Charter School shall transfer the student's complete cumulative record within 10 school days of receiving a records request from the receiving school. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 16.

## **ELEMENT 5: EMPLOYEE QUALIFICATIONS**

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

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

### **EQUAL EMPLOYMENT OPPORTUNITY**

Ánimo Avalon 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 identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

Ánimo Avalon will hire a diverse faculty composed of the best teachers available. We will achieve this goal by continuing our national search to hire the finest teachers. This includes contacting the top graduate and education programs in the country and publicizing Ánimo Avalon to experienced teachers.

### **Job Descriptions for Positions**

#### *Principal Job Description*

- Accountable for students' overall academic performance.
- Manage school revenues and expenses to stay within agreed upon budget.
- Available for contact with parents, students and staff to discuss student progress and problems after class, at night or on weekends (via cell phone or in person).
- Maintain work hours extending beyond school hours for other professional duties or functions such as staff meetings, etc.
- Maintain professional standards and a school environment that is productive, safe and focused.
- Participate in Green Dot and individual professional development.
- Participate in other events aimed at promoting or developing Green Dot and its schools (i.e. student recruitment).

#### *Teacher Job Description*

- Effectively instruct students in assigned content area(s) as prescribed by Green Dot's academic content standards and Common Core standards through lecturing, demonstrating, and using audio-visual aids and other materials to supplement presentations with the overall goal of engaging student learning.
- Work as part of interdisciplinary team and within content areas planning and aligning curricula to ensure that instruction follows curriculum guidelines or requirements of state and school.
- Set clear short-term and long-term goals to drive instruction.

- Develop and submit weekly and long range unit plans containing standards, essential questions, assessments and lesson plans; assign lessons and review homework.
- Consistently administer tests to evaluate pupil progress, record results, and issue meaningful reports to inform parents of progress.
- Create and implement student intervention plans when necessary.
- Maintain the school's student management policies and procedures (i.e. attendance records, dress code, etc.) and report to the school administrators when necessary.
- Maintain effective supervision and discipline in the classroom.
- Work with other teachers and administrators to address and resolve student issues.
- Provide necessary accommodations and modifications for growth and success of all students.
- Participate in faculty and professional meetings, educational conferences, and teacher training workshops.
- Lead and participate in student activities such as: sponsoring student activities or student organizations, coaching a sports team, working with parents and the community as part of a committee or group, provide morning or after school supervision, and chaperoning student activities.
- Abide by all state and federal mandates in reporting sexual or physical abuse and neglect.
- Special projects and duties outside of primary teaching responsibility as assigned.

Beyond the principal and teachers, other employees will be hired. Green Dot's recommended staffing model calls for 1-2 assistant principal(s), one or more counselors, an office manager, a parent coordinator, a campus aide, and/or instructional aide; but this is a local decision, so *Ánimo Avalon* can staff the school as it pleases, so long as it remains within budget. The administrative staff shall possess experience and expertise appropriate for their position within the school as outlined in their job description. *Ánimo Avalon* will try to hire its administrative staff from the community, particularly its office manager. It is critical that the office manager and all of the staff develop close relationships to the community members they are serving. The principal of *Ánimo Avalon* has the discretion to hire other classified personal as needed.

#### *Assistant Principal Job Description*

- Responsible for student discipline and attendance.
- Evaluate and supervise school curriculum and instruction program with the math, science, foreign language, and physical education departments.
- Coordinate and supervise safety plan (crisis team, building inspection, building keys and inventory, compliance laws).
- Supervise and evaluate the performance of classified and certificated personnel.
- Knowledge of athletic rules (i.e. NCAA regulations, CIF, etc.)
- Coordinate transportation and supervise classified personnel within this department.
- Oversee scheduling of field trips.
- Organize and inventory technology equipment.
- Assist in developing and maintaining the school budget.
- Assist with the development of a Master Class Schedule.
- Available for contact with parents, students and staff to discuss student progress and problems after class, at night or on weekends (via cell phone or in person).

- Maintain work hours extending beyond school hours for other professional duties or functions such as staff meetings, etc.
- Maintain professional standards and a school environment that is productive, safe and focused.
- Participate in Green Dot and individual professional development.
- Participate in other events aimed at promoting or developing Green Dot and its schools (i.e. student recruitment).

#### *Counselor Job Description*

- Available for contact with parents, students and staff to discuss student progress and problems after class, at night or on weekends (via cell phone or in person).
- Maintain work hours extending beyond school hours for other professional duties or functions such as staff meetings, etc.
- Maintain professional standards and a school environment that is productive, safe and focused.
- Participate in Green Dot and individual professional development.
- Participate in other events aimed at promoting or developing Green Dot and its schools (i.e. student recruitment).

#### *Office Manager Job Description*

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

#### *Parent Coordinator Job Description*

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

#### *Campus Aide Job Description*

- Arrive to work and any meetings or appointments in a timely manner.

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

#### *Instructional Aide Job Description*

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

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

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

- Substantial teaching experience, with a history of improving student achievement.
- Experience working in an urban school setting.
- Prior administrative experience is highly desirable.
- Demonstrated leadership capabilities.
- Proven management and team building skills.
- Experience managing budgets, creating and implementing policies.
- Excellent interpersonal communication and writing skills.
- Experience working in an entrepreneurial environment.
- Relevant Masters or equivalent degree (administrative credential).
- A passion for improving urban schools and driving education reform.
- Knowledge of bilingual education.
- Bilingual (English/Spanish) highly desirable.

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

- Bachelor's Degree plus successful completion of the CBEST and CSET examinations.
- Highly qualified under NCLB, including EL authorization.
- Solid knowledge of subject matter including CA State Standards and Common Core standards.
- Excellent verbal and written communication skills are essential.
- CA Single Subject Credential preferred or enrolled in a University Intern Program.
- Passionate about improving public education to help all children reach their dreams.
- Must have a strong ethical base and leadership awareness.

### **NCLB AND CREDENTIALING REQUIREMENTS**

Ánimo Avalon shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) that are applicable to teachers and

paraprofessional employees. Charter School shall ensure that all teachers meet the requirements for employment set forth in California Education Code section 47605(l). Teachers of core and/or college preparatory subjects, and special education teachers, must hold and maintain a Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in a non-charter public school would be required to hold in the same assignment. Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

Should a qualified candidate not hold a California teaching credential, in order to be hired, he/she must be qualified to apply for either a Short Term Staff Permit (STSP) or a Provisional Internship Permit (PIP). If hired, the candidate must enroll in a credentialing program before the expiration of the permit and apply for an intern credential. At all times, teachers must meet all qualifications to be in compliance with NCLB.

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

- Minimum of 3 years teaching experience, with a history of improving student achievement.
- Experience working in an urban school setting.
- Demonstrated leadership capabilities.
- Proven management and team building skills.
- Excellent interpersonal communication and writing skills.
- Valid CA Administrative Services credential (or in the process of obtaining one).
- Relevant Masters or equivalent degree (counseling background helpful) preferred.
- A passion for improving urban schools and driving education reform.
- Knowledge of bilingual education.
- Bilingual (English/Spanish) highly desirable.

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

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

#### *Office Manager's Experience & Education Qualifications*

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

#### *Parent Coordinator's Experience & Education Qualifications*

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

#### *Campus Aide's Experience & Education Qualifications*

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

#### *Instructional Aide's Experience & Education Qualifications*

- The equivalent of graduation from high school and one of the following: completion of at least two years of study (48 semester units or 60 quarter units) at an institution of higher education, *or* attainment of an Associate of Arts degree or higher degree.
- Six months experience working with adolescents/children in a structured environment.
- Experience working with adolescents/children requiring a specialized learning environment is preferred. Verifiable supervised experience as a volunteer in a school or related organizational activity may be substituted on an equal basis.
- Any other combination of training and experience that could likely provide the desired skills, knowledge or abilities may be considered, however, experience cannot substitute for the required minimum education and a willingness to work collaboratively as an educational team member.

Ánimo Avalon will select a staff while complying with State and Federal regulations. Green Dot schools have a rigorous national recruitment process. We advertise or plan to advertise in publications such as Los Angeles Times, Association of California School Administrators, National Association of Secondary Principals, EdWeek, and the Chronicle of Higher Education. We also employ internet resources such as Ed-Join and MonsterTrak.

#### **Process for Staff Selection**

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

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

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

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

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

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

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

The Principal will be responsible for the ultimate hiring decision and for yearly review of all school-based employees.

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

	<b>Performance Measures</b>	<b>Salaries and Benefits</b>
Principal	<ul style="list-style-type: none"> <li>• Ability to achieve educational outcomes</li> <li>• Ability to balance the budget</li> <li>• Ability to complete required job duties</li> </ul>	<ul style="list-style-type: none"> <li>• \$95,000-\$113,000 + up to \$7,000 in performance based compensation</li> <li>• Standard Green Dot benefits, available to all full-time employees (30 hours/week or more): full medical, dental, vision, life and disability insurance, retirement savings plans</li> </ul>
Teachers	<p>All teachers will be evaluated using the AMU/Green Dot Teacher Evaluation System, a systematic appraisal of performance based on the California Standards for the Teaching Profession. The evaluation system is based on the following standards:</p> <ul style="list-style-type: none"> <li>• Standard 1: Engaging &amp; Supporting Students in Learning</li> <li>• Standard 2: Creating &amp; Maintaining Effective Environments for Student Learning</li> <li>• Standard 3: Understanding and Organizing Subject Matter for Student Learning</li> <li>• Standard 4: Planning Instruction &amp; Designing Learning Experiences for All Students</li> <li>• Standard 5: Assessing Student Learning</li> <li>• Standard 6: Developing as a Professional Educator</li> </ul>	<ul style="list-style-type: none"> <li>• \$47,127 - \$80,992</li> <li>• Standard Green Dot benefits (see above)</li> </ul>
Assistant Principal	<ul style="list-style-type: none"> <li>• Ability to achieve educational outcomes (see “Measurable Pupil Outcomes”) as well as achieve parent/community involvement</li> <li>• Ability to complete required job duties</li> </ul>	<ul style="list-style-type: none"> <li>• \$83,000-\$97,000 + up to \$4,750 in performance-based compensation</li> <li>• Standard Green Dot benefits</li> </ul>

Counselor	<p>All counselors will be evaluated using a process of self-reflection and appraisal of performance based on the National Association for College Admission Counseling competencies. These competencies include:</p> <ul style="list-style-type: none"> <li>• Competency 1: The Possession and Demonstration of Exemplary Counseling and Communication Skills</li> <li>• Competency 2: The Ability to Understand and Promote Student Development and Achievement</li> <li>• Competency 3: The Ability to Facilitate Transitions and Counsel Students Toward the Realization of their Full Educational Potential</li> <li>• Competency 4: The Ability to Recognize, Appreciate, and Serve Cultural Differences and the Special Needs of Students and Families</li> <li>• Competency 5: The Demonstration of Appropriate Ethical Behavior and Professional Conduct in the Fulfillment of Roles and Responsibilities</li> <li>• Competency 6: The Ability to Develop, Collect, Analyze and Interpret Data</li> <li>• Competency 7: The Demonstration of Advocacy and Leadership in Advancing the Concerns of Students</li> <li>• Competency 8: The Ability to Organize and Integrate the Pre-college Guidance and Counseling Component into the Total School Guidance Program</li> </ul>	<ul style="list-style-type: none"> <li>• \$47,127 - \$80,992</li> <li>• Standard Green Dot benefits</li> </ul>
Office Manager	Evaluations will be based upon adequate completion of assigned job duties and regular, punctual attendance as determined by the administration.	<ul style="list-style-type: none"> <li>• Starting at \$36,000</li> <li>• Standard Green Dot benefits</li> </ul>
Parent Coordinator	Evaluations will be based upon adequate completion of assigned job duties and regular, punctual attendance as determined by the administration.	<ul style="list-style-type: none"> <li>• Starting at \$11/hour</li> <li>• Standard Green Dot benefits</li> </ul>
Campus Aide	Evaluations will be based upon adequate completion of assigned job duties and	<ul style="list-style-type: none"> <li>• Starting at \$12/hour</li> <li>• Standard Green Dot benefits</li> </ul>

	regular, punctual attendance as determined by the administration.	
Instructional Aide	Evaluations will be based upon adequate completion of assigned job duties and regular, punctual attendance as determined by the administration.	<ul style="list-style-type: none"> <li>• Starting at \$10/hour</li> <li>• Standard Green Dot benefits</li> </ul>

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

## **ELEMENT 6: HEALTH AND SAFETY PROCEDURES**

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

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

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

Ánimo Avalon shall have a comprehensive site-specific Health, Safety and Emergency Plan, including the acquisition and maintenance of adequate onsite emergency supplies, in place prior to beginning operation of the charter school. Ánimo Avalon shall ensure that staff receives annual training on Charter School's health, safety, and emergency procedures, and shall maintain a calendar for, and conduct, emergency response drills for students and staff. Charter School shall periodically review, and modify as necessary, its Health, Safety and Emergency Plan, and keep it readily available for use and review upon CSD request.

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

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

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

Ánimo Avalon, including its employees and officers, shall comply with the Family Educational Rights and Privacy Act (FERPA) at all times.

## **CRIMINAL BACKGROUND CHECKS AND FINGERPRINTING**

Charter School shall require all employees of Charter School, all volunteers who will be performing services that are not under the direct supervision of a Charter School employee, and any onsite independent contractors or vendors having unsupervised contact with students, to submit to criminal background checks and fingerprinting in accordance with state law. Charter School shall maintain on file and available for inspection evidence that Charter School has performed criminal background checks and cleared for employment all employees prior to employment, and documentation that independent contractors and vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice to ensure the ongoing safety of its students.

## **IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS**

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

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

Green Dot has obtained property insurance coverage for its schools, which have been approved by Los Angeles Unified School District and comply with Uniform Building Codes, federal American with Disabilities Act (ADA) access requirements, Asbestos Hazard Emergency Response Act (AHERA) regulations and any other applicable fire, health, and structural safety requirements.

### **Security**

The Charter School will likely hire a full-time security guard. The security guard will know the students, the neighborhood, and the parents. Parents may also volunteer before and after school and during lunch hours for security and ensuring campus safety for students.

### **Nursing**

The office manager will be trained in basic techniques such as CPR and nursing for minor issues. If there is any serious injury and/or illness, the appropriate local paramedic or hospital will immediately be contacted. Even before the school's opening, the local health care facility will be contacted to create policies regarding such instances. The provision of nursing services will be subject to a shared operations agreement.

## **ELEMENT 7: MEANS TO ACHIEVE RACIAL AND ETHNIC BALANCE**

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

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

Every effort will continue to be made to reach out to the students and families in our attendance areas during recruitment as well as all segments of the community that are reflective of Los Angeles Unified School District. We expect to hold several informational meetings during winter and spring of each year, where we will share information about *Ánimo Avalon* with families and their children, how the application process will work and the random public lottery which would be held if the applications exceed capacity. These methods have proved very successful at Green Dot's existing schools and Green Dot will continue to make efforts to comply with the Crawford order.

While open to all students, *Ánimo Avalon* will seek to serve the students who reside in the South Los Angeles area. The community-based recruiting effort will be from November through February and may include (1) direct middle school recruiting, including Gompers Middle School, Markham Middle School and Drew Middle School—*Ánimo Avalon* hopes to make classroom presentations at the public feeder schools and must obtain prior approval from the school site administrator and private schools that serve the attendance area; (2) mailings—*Ánimo Avalon* intends to send out flyers to area families informing them of the option to apply; (3) open house meetings—*Ánimo Avalon* will host numerous open houses throughout the recruiting period to inform parents about the school; (4) community partnerships—*Ánimo Avalon* will work community leaders to “get the word out” about the school; (5) community (“precinct”) walks—*Ánimo Avalon* may go door to door, talk to families, and hand out applications; and (6) direct advertising—*Ánimo Avalon* may advertise in local media, including Spanish-language newspapers (*La Opinion*, *Hoy* and *Classificados*), neighborhood newspapers, church bulletins and the like. All information, collateral, meetings, and communications will be made in English and Spanish and any other language *Ánimo Avalon* deems appropriate based on the needs of the community. We believe these outreach efforts will attain a racial and ethnic balance at *Ánimo Avalon* reflective of the surrounding community and LAUSD.

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

### **COURT-ORDERED INTEGRATION**

Charter School shall comply with all requirements of the Crawford v. Board of Education, City of Los Angeles court order and the LAUSD Integration Policy adopted and maintained, pursuant to the Crawford court order, by the District's Student Integration Services (collectively the

“Court-ordered Integration Program”). The Court-ordered Integration Program applies to all schools within or chartered through LAUSD.

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

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

See Appendix for *Ánimo Avalon*’s Court-Ordered Integration Plan.

### **NO CHILD LEFT BEHIND-PUBLIC SCHOOL CHOICE (NCLB-PSC) TRAVELING STUDENTS**

The District and *Ánimo Avalon* are committed to providing all students with quality educational alternatives in compliance with all federal and state laws, including students who are enrolled in schools of the District identified by the California Department of Education as in need of Program Improvement. No Child Left Behind-Public School Choice (“NCLB-PSC”) placement with charter schools is an alternative strongly encouraged by the No Child Left Behind Act of 2001 (“NCLB”). *Ánimo Avalon* agrees to discuss with the District the possibility of accepting for enrollment District students participating in the District’s NCLB-PSC program. The parties agree to memorialize separately any agreed-to number of NCLB-PSC placements of District students at the charter school.

As required under NCLB, all NCLB-PSC students attending *Ánimo Avalon* shall have the right to continue attending *Ánimo Avalon* until the highest grade level of the charter. However, the obligation of the District to provide transportation for a NCLB-PSC student to *Ánimo Avalon* shall end in the event the NCLB-PSC student’s resident District school exits Program Improvement status.

*Ánimo Avalon* shall ensure that all of its NCLB-PSC students are treated in the same manner as other students attending Charter School. NCLB-PSC students are and will be eligible for all applicable instructional and extra-curricular activities at Charter School. *Ánimo Avalon* shall make reasonable efforts to invite and encourage the participation of the parents of NCLB-PSC students in the activities and meetings at Charter School.

Determination of student eligibility for this NCLB-PSC option, including the grade level of eligibility, will be made solely by the District, based on the District's NCLB-PSC process, guidelines, policies and the requirements of NCLB. In the event demand for places at Ánimo Avalon under the NCLB-PSC program increases in subsequent years, Ánimo Avalon agrees to discuss with the District the possibility of increasing the number of NCLB-PSC places available at Charter School.

## **FEDERAL PROGRAM COMPLIANCE**

As a recipient of federal funds, including federal Title I, Part A funds, Ánimo Avalon has agreed to meet all of the programmatic, fiscal and other regulatory requirements of the No Child Left Behind Act of 2001 (NCLB) and other applicable federal grant programs. Ánimo Avalon understands that it is a local educational agency (LEA) for purposes of federal compliance and reporting purposes. Ánimo Avalon agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of NCLB and other applicable federal programs, including, but not limited to, documentation related to funding, required parental notifications, appropriate credentialing of teaching and paraprofessional staff, the implementation of Public School Choice and Supplemental Educational Services, where applicable, or any other mandated federal program requirement. The mandated requirements of NCLB, Title I, Part A include, but are not limited to, the following:

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

- Maintain appropriate time-reporting documentation, including semi-annual certification and personnel activity report, for staff funded with categorical resources, where applicable

Ánimo Avalon also understands that as part of its oversight of Charter School, the District may conduct program review for federal and state compliance.

## ELEMENT 8: ADMISSION REQUIREMENTS

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

#### *Admission requirements, if any.*

Ánimo Avalon will admit all pupils who wish to attend the school as per Education Code section 47605(d)(2)(a). If the number of pupils who wish to attend our school exceeds capacity, enrollment shall be determined by a random public drawing. Existing students will be exempt from the public random drawing. Preference shall be given to students whose families provided volunteer help in establishing the school (“founding families”)<sup>4</sup>, those with siblings already attending Ánimo Avalon (after year one)<sup>5</sup>, Green Dot employees working at Ánimo Avalon<sup>6</sup>, and students who live within LAUSD boundaries per Education Code section 47605(d)(2)(B)<sup>7</sup>.

### **McKINNEY-VENTO HOMELESS ASSISTANCE ACT**

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

Ánimo Avalon is committed to serving all students, including academically low-achieving, economically disadvantaged students. As with other Green Dot schools, Ánimo Avalon tailors its student recruiting efforts and student enrollment processes to attract all students, including those classified as low-achieving and economically disadvantaged. All of the methods outlined in Element 7 are reflective of this mission. Specific activities that will be employed by Ánimo Avalon include: use of English and Spanish collateral; extensive grassroots marketing; simple, easy to use and easy to understand forms and brochures; removal of any language/messaging that may traditionally deter underserved student populations.

Ánimo Avalon will determine enrollment based on a random public lottery should the number of pupils who wish to attend our school exceed capacity. Written information may also be given to each interested party. Each family showing interest will be sent/asked to complete an “Intent to Enroll” form requesting contact information. No test or assessment shall be administered to students prior to acceptance and enrollment into the school. Should Ánimo Avalon receive more

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<sup>4</sup> This preference, combined with the preference for children of teachers, will not to exceed 10% of Charter School’s total enrollment, and the students will be exempt from the public random drawing. The Charter School will comply with the “Founding Parents/Founders Preference” in LAUSD’s Policy for Charter School Authorizing (revised February 7, 2012).

<sup>5</sup> Siblings will be exempt from the public random drawing.

<sup>6</sup> This preference will be limited to children of teachers, not to exceed 10% of total enrollment (combined with the founders preference), and the students will be exempt from the public random drawing.

<sup>7</sup> This preference will be given a 2:1 weighting, unless otherwise agreed upon with the District.

than 200 applications (the 6<sup>th</sup> grade capacity in the Green Dot school model) before the deadline, a random lottery will be held. At the 6<sup>th</sup> grade lottery, a presentation will be made in English and Spanish to all interested parties about the lottery process and rules. Each applicant's name will be assigned a number. Each number will be put on a card. Each card will be equal in size and shape. The card will then be put into a container or lottery device that will randomly mix all cards. A random drawing will occur, and the first 165 numbers chosen are accepted to the school. Once the student list has been set, a waiting list will be developed for those students still wishing to enroll should space become available in the 6<sup>th</sup> grade or other grade as vacancies occur. Waitlist ranking will be assigned in the order selected. Two separate observers will collect lottery cards and enter into an electronic database the results. The database will be doubled checked to the physical cards to ensure accuracy. The database will be made public as soon as practically possible, both online and posted in public locations. Letters and follow up phone calls to families on the waiting list will also be made by Green Dot employees. All lottery cards and databases will be kept on file by the school or Green Dot. During the school year if vacancies should arise, the school will notify families on the wait list to see if they would like to enroll. Typically 3 separate calls on 3 different days are made, with accompanying documentation; if families do not respond within 7-10 days, they are removed from the wait list and the next family is contacted.

Ánimo Avalon anticipates that the open enrollment period will occur between mid-October to December of each year with the lottery taking place (if necessary), no later than June 30<sup>th</sup>. The lottery will be held at the school or a large community center, church, auditorium, or any public venue capable of seating all applicants comfortably. The lottery will take place on a weekday evening or weekend morning to ensure all interested parties will be able to attend.

Should the principal elect to enroll greater than 200 students in the 6<sup>th</sup> grade, an announcement will be made at the lottery and additional students will be enrolled based the lottery and the methods described above. The annual enrollment of the Charter School will be set by the Principal and approved by the Green Dot Management Team and may vary based on prior year school enrollment and other factors such as: new school openings, enrollment trends in the neighborhood, etc. Once admitted, registration forms for students who are admitted will also gather the following: proof of immunization; home language survey; completion of emergency medical information form; proof of maximum age requirements; and release of records.

## **NON-DISCRIMINATION**

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

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

Ánimo Avalon will not require any child to attend a Charter School nor any employee to work at Ánimo Avalon. In addition, Ánimo Avalon shall comply with all laws establishing the minimum and maximum age for public school enrollment.

## **ELEMENT 9: ANNUAL FINANCIAL AUDITS**

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

*The manner in which annual, independent, financial audits shall be conducted, which shall employ generally accepted accounting principles, and the manner in which audit exceptions and deficiencies shall be resolved to the satisfaction of the chartering authority.*

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

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

It is required that annual audits will be completed within five and one-half months of the close of each fiscal year. Thereafter, a copy of the auditor's findings will be forwarded to Los Angeles Unified School District. All financial statements will be submitted to LAUSD within 5 ½ months following the close of the fiscal year. The Audit Committee, which is made up of Green Dot Management and the Green Dot Board members will review any audit exceptions or deficiencies and report recommendations to Green Dot's full Board as to how these have been, or will be, resolved. Ánimo Avalon will act upon these recommendations, and report its actions to Los Angeles Unified School District. Exceptions and deficiencies will be resolved to the satisfaction of the Los Angeles Unified School District Board of Trustees and its staff.

Consistent with AB 1994, Ánimo Avalon will provide an annual financial report to LAUSD in a format developed by the Superintendent of Public Instruction. Ánimo Avalon will submit its annual audit to the State Controller, COE, CDE and LAUSD.

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

- 1) All budget preparation
- 2) Application for revolving loan
- 3) Set-up of fiscal control policies and procedures

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

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

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

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

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

In addition:

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

## **ELEMENT 10: SUSPENSION AND EXPULSION PROCEDURES**

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

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

#### **GENERAL PROVISIONS**

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

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

Charter School shall ensure that its staff is knowledgeable about and complies with the District's Discipline Foundation Policy and/or current equivalent policy, as required by the Modified Consent Decree.

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

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

Students shall not be suspended or expelled for academic failure. Students shall only be suspended or expelled for actions as defined by Element 10 of the charter petition and the *Ánimo Avalon Parent-Student Handbook*.

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

discipline expectations, and it will be printed and distributed as part of the Parent-Student Handbook which is signed by each family upon enrolling at the beginning of the school year.

Green Dot has a progressive discipline plan in placed at each of its schools. This plan is published at the beginning of each school year in the Parent-Student Handbook. The plan includes day-to-day discipline including, school detentions, in-school suspensions, Saturday schools, disciplinary probation, and guidelines for suspension and expulsion.

Disciplinary options available to the teachers include: warning, detention, parent-teacher communication, counseling referral, written assignment, and discipline referral to the Principal.

### **Progression of Disciplinary Procedures**

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

### **Teacher Detention**

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

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

As a general rule teachers assign a Teacher Detention for minor classroom misconduct such as: chewing gum, passing notes, making noises, minor inappropriate conflicts with others, or cheating. Repeated violations by individuals will be referred to the Principal. When there is a serious violation of the rules, the student will be referred to the Principal. A serious violation may include any violation listed under Suspension of Expulsion section included below.

### **Administrative Detention**

These detentions are typically held after school. During the detention period, students are to sit quietly. No activity such as listening to music, sleeping, etc. is permitted. This detention is served after school and may consist of writing an assignment, sitting quietly in a classroom or assisting with cleaning of the campus. School events, activities or athletics are not valid reasons for missing a detention.

After a student is given a school detention, the student's parent/guardian may be notified by telephone by the Principal or designee. Green Dot Public Schools will use a progressive discipline system as defined in this handbook to intervene in student behavior.

A serious offense may include any violation listed under Suspension or Expulsion section.

## **Suspension**

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

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

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

For students on suspension pending an expulsion hearing, schools may work directly with parents/guardians to facilitate the pick-up and delivery of academic work for each course through the Charter School's main office. Work may be picked up and delivered on a daily basis but at least once per week. Home schooling will be utilized for students on an as-needed basis. Schools will arrange for students to take exams, both teacher-administered and state tests, in the main office under appropriate supervision as needed. Special education students may be afforded interim placement pending an expulsion per the IEP process.

Suspensions shall be initiated according to the following procedures:

### 1. Conference

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

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

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. This conference shall be held within two school days of the date that the Charter School received knowledge of the suspendable offense, unless the pupil waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil's parent or guardian to attend a conference with school officials. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil's parent or guardian at the conference.

## 2. Notice to Parents/Guardians

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

### **Suspension/Expulsion Offenses**

Students may be suspended or expelled 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 of violence upon the person of another, except self-defense.
- c) Possessed, sold, or otherwise furnished any firearm, knife, 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 Principal or designee's concurrence.
- d) 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.
- e) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 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.
- f) Committed or attempted to commit robbery or extortion.
- g) Caused or attempted to cause damage to school property or private property.
- h) Stole or attempted to steal school property or private property.
- i) 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.
- j) Committed an obscene act or engaged in habitual profanity or vulgarity.
- k) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5.
- l) Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties.
- m) Knowingly received stolen school property or private property.

- n) 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.
- o) Committed or attempted to commit a sexual assault as defined in Penal code 261, 266c, 286, 288, 288a or 289, or committed a sexual battery as defined in Penal Code 243.4.
- p) 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.
- q) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- r) 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.
- s) Made terrorist threats against school officials and/or school property. 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, or the personal property of the person threatened or his or her immediate family.
- t) 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.
- u) Caused, attempted to cause, threaten 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.
- v) Intentionally harassed, threatened or intimidated 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 student rights by

creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.

- w) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act, as defined in subdivisions (f) and (g) of Section 32261 of the Education Code, directed specifically toward a pupil or school personnel.
- x) Engaged in, or aided another in, academic dishonesty, including, but not limited to, cheating, plagiarism, alteration of grades or academic marks, or theft or unpermitted review of tests prior to testing.
- y) Intentionally “hacked” or broken into a School or School affiliated computer system.
- z) 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).

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

### **Student Discipline Review Board**

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

The DRB convenes when a student commits a serious violation of the discipline code or has broken the terms of his/her particular contract (Attendance/Academic, Personal, Discipline). It may recommend disciplinary action, terms of probation, suspension duration, and withdrawal from the school or expulsion. The school should schedule the DRB conference when it issues the suspension paperwork. While it is important that all evidence is collected in advance of the DRB, the conference must occur before the student returns to school at the end of the suspension period. *While five (5) school days is the maximum initial suspension allowed; following the conference, such a suspension may be extended pending the results of a DRB hearing.*

### **Expulsion – Dismissal from School**

A student may be dismissed from Green Dot Public Schools for any of the violations listed above in the section titled: “Suspension/Expulsion Offenses,” upon recommendation by the Principal and after a hearing in front of Green Dot’s Home Office Discipline Review Panel.

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

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

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

- Committing or attempting to commit a sexual assault as defined in subdivision (n) of Section 48900 of the California Education Code or committing a sexual battery as defined in subdivision (n) of Section 48900 of the California Education Code.

A student may not be suspended or expelled for any misconduct unless that act is related to school activity or school attendance occurring within a school under the jurisdiction of the superintendent or occurring within any other school district and that act occurs at any time, including, but not limited to 1) while on school grounds, 2) while going to or coming from school, 3) during the lunch period whether on or off the campus, or during or while going to or coming from a school-sponsored activity. A student may not be suspended or expelled for misconduct that occurs when he/she is not enrolled as an Ánimo Avalon student.

### **Authority to Expel**

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

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

### **Expulsion Procedures**

Students recommended for expulsion are entitled to a hearing to determine whether the student should be expelled within the thirty (30) school days after the Principal or designee determines that the student has committed an expellable offense at the DRB meeting. A hearing will be held even if a student does not request a hearing for purposes of creating a record that the expulsion was done in accordance with Green Dot procedures.

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

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

The hearing will proceed. 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. Refer to the Discipline Review Panel – Expulsion Hearing Script for additional information.

Within ten (10) school days after this hearing, this Panel will determine whether to recommend expulsion to the Charter School. If this Panel recommends against expulsion, then the student will be immediately reinstated and permitted to return to an instructional program. If this Panel

recommends the pupil for expulsion, the matter will then be decided by the Board for the Charter School who may or may not accept the recommendations to expel and/or any other recommendations this panel may make.

Green Dot will provide the student/parent/guardian with the Findings of Fact, which will include a description of the outcome of the hearing and, if necessary, an expulsion order and rehabilitation plan. Refer to the sample Findings of Fact in the Appendix for additional detail.

The Green Dot Student Policy Manual contains a comprehensive description of the Charter School's expulsion procedures.

### **Appeal Rights**

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

An expulsion appeal meeting will be held with the Chief Academic Officer if requested. A decision will be made on the appeal within 10 calendar days. If denied, the student/parent/guardian may appeal this decision to the Green Dot Board of Directors within 10 calendar days of the denied appeal. A hearing will be scheduled to be heard by the Board within 30 calendar days of the appeal to the Board.

If the Expulsion Appeal goes to the Board, the Green Dot Personnel Action Committee will hold a closed session meeting to hear the Appeal. The Board members will review all relevant materials including, but not exclusive to:

- All documents submitted during the Expulsion Hearing by the student and the school,
- The Findings of Fact and Expulsion Order,
- Appeal letters to Management and Response, and
- Letter from parent requesting an appeal to the Board.

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

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

### **STUDENTS WITH DISABILITIES**

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

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

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

### **NOTIFICATION OF THE DISTRICT**

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

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

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

## **OUTCOME DATA**

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

## **REHABILITATION PLANS**

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

## **READMISSION**

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

## **REINSTATEMENT**

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

## **GUN FREE SCHOOLS ACT**

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

Additional information about the student discipline policy at Green Dot schools can be found in the Parent-Student Handbook which has been included in the Appendix of this charter petition. This Parent-Student Handbook is currently being used at many of Green Dot's schools.

## **ELEMENT 11: EMPLOYEE RETIREMENT SYSTEMS**

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

*The manner by which staff members of the charter schools will be covered by the State Teachers' Retirement System, the Public Employees' Retirement System, or federal Social Security.*

Ánimo Avalon teachers shall be a part of the State Teachers' Retirement System (STRS). Other employees shall be covered by the Public Employees' Retirement System (PERS), or Social Security as appropriate. Payroll services for all of Green Dot's current certificated employees are currently processed by Ceridian. Green Dot, at the directive of LACOE, utilizes the services of Hess & Company to translate Ceridian data into the approved LACOE data format. Green Dot shall submit retirement contributions to Hess & Company in a timely manner. Hess & Company ensures the accuracy of the STRS/PERS reporting to LACOE based on their long history of working with LACOE.

## **ELEMENT 12: PUBLIC SCHOOL ATTENDANCE ALTERNATIVES**

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

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

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

Annually, the Charter School will inform parents in writing about the transferability and eligibility of courses to other public schools. In addition, this information will be part of the parent orientation meeting for all new students.

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

## **ELEMENT 13: RIGHTS OF DISTRICT EMPLOYEES**

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

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

The following is the description of the rights of any employees of the District upon leaving the employment of the District to work at Ánimo Avalon, and of the rights of return to the District after employment at Ánimo Avalon as required by Education Code section 47605(b)(5)(M):

- A) Any rights upon leaving the employment of a local education agency to work at Ánimo Avalon that the local education agency may specify.
- B) Any rights of return to employment in a local education agency after employment in the charter school as the local education agency may specify.

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

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

## ELEMENT 14: MANDATORY DISPUTE RESOLUTION

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

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

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

Any Dispute between the District and *Ánimo Avalon* shall be resolved in accordance with the procedures set forth below:

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

To Charter School: c/o School Director	Green Dot Public Schools Attn: Marco Petruzzi 1149 South Hill Street, Suite 600 Los Angeles, CA 90015
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To Director of Charter Schools:	Charter Schools Division Los Angeles Unified School District 333 South Beaudry Avenue, 20 <sup>th</sup> Floor Los Angeles, California 90017
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- 2) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own

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

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

## **ELEMENT 15: EXCLUSIVE PUBLIC SCHOOL EMPLOYER**

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

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

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

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

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

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

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

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

### **Dispute Resolution Process**

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

## **ELEMENT 16: CHARTER SCHOOL CLOSURE PROCEDURES**

### **REVOCAION OF THE CHARTER**

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

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

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

### **CLOSURE ACTION**

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

### **CLOSURE PROCEDURES**

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

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

Upon the taking of a Closure Action by either the governing board of Ánimo Avalon or the LAUSD Board of Education, the governing board of Ánimo Avalon shall immediately designate a person or persons responsible for conducting all closure procedures and activities, and determine how Ánimo Avalon 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 CSD, if the Closing Action is an act of Ánimo Avalon. Note: If the Closure Action is a revocation or nonrenewal by the LAUSD Board of Education, the charter school may omit this step.
2. Parents, guardians, and/or caretakers of all students currently enrolled in Ánimo Avalon within 72 hours of the Closure Action. Ánimo Avalon shall simultaneously provide a copy of the written parent notification to the CSD.
3. Los Angeles County Office of Education (LACOE). Ánimo Avalon shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
4. The Special Education Local Plan Area (SELPA) in which the school participates. Ánimo Avalon shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
5. The retirement systems in which the school's employees participate. Within fourteen (14) calendar days of the Closure Action, Ánimo Avalon shall notify the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the Los Angeles County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to the CSD.
6. The California Department of Education (CDE). Ánimo Avalon 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. Ánimo Avalon shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.
8. All school employees and vendors within 72 hours of the Closure Action. Ánimo Avalon shall simultaneously provide a copy of the written employee and vendor notification to the CSD.

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

1. The effective date of the school closure
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents and, legal guardians 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, and students shall also include:

1. Information on how to enroll or transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of the student's cumulative record, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

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

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

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

Ánimo Avalon shall adhere to the following requirements regarding the transfer and maintenance of school and student records:

1. Charter School shall provide the District with original student cumulative files and behavior records pursuant to District policy and applicable handbook(s) regarding cumulative records for secondary and elementary schools for all students both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring student records to the receiving schools shall be in accordance with LAUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division. 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 should also 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.
4. Ánimo Avalon must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of the student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, school payroll and personnel records, and Title I records (if applicable). Personnel records must include any and all employee records including, but not limited to, records related to performance and grievance.
7. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage.

### **Financial Close-Out**

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

Ánimo Avalon shall ensure completion of an independent final audit within six months after the closure of the school that includes:

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

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

Ánimo Avalon 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 Ánimo Avalon will be the responsibility of Ánimo Avalon and not LAUSD. Ánimo Avalon understands and acknowledges that Ánimo Avalon will cover the outstanding debts or liabilities of Ánimo Avalon. Any unused monies at the time of the audit will be returned to the appropriate funding source. Ánimo Avalon 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 Ánimo Avalon participates, and other categorical funds will be returned to the source of funds.

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

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

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

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

#### *Disposition of Liabilities and Assets*

The closeout audit must identify the disposition of all liabilities of the charter school. Charter school closure procedures must also ensure appropriate disposal, in accordance with Charter School's bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of the charter school have been paid or otherwise addressed.

Such disposal includes, but is not limited to:

1. The return of any donated materials and property according to any conditions set when the donations were accepted.
2. The return of any grant and restricted categorical funds to their source according to the terms of the grant or state and federal law.
3. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

Net assets of the charter school may be transferred to the authorizing entity. If Charter School is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

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

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

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

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

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

This Element 16 shall survive the revocation, expiration, termination, cancellation of this Charter, or any other act or event that would end Ánimo Avalon's right to operate as a charter school or cause Ánimo Avalon to cease operation. Ánimo Avalon and the District agree that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 16. The District therefore shall have the right to seek equitable relief to enforce any

right arising under this Element 16 or any provision of this Element 16 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

## ADDITIONAL PROVISIONS

### FACILITIES

#### District-Owned Facilities

If Charter School is using LAUSD facilities as of the date of the submittal of this charter petition or takes occupancy of LAUSD facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by LAUSD for the use of the LAUSD 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 LAUSD facilities, Charter School shall execute an agreement provided by LAUSD for the use of LAUSD facilities prior to occupancy and commencing use.

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

In the event of an emergency, all LAUSD 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 LAUSD facilities with other LAUSD user groups, Charter School agrees it will participate in and observe all LAUSD safety policies (e.g., emergency chain of information, participate in safety drills).

The use agreements provided by LAUSD for LAUSD 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 LAUSD 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. LAUSD shall have the right to inspect LAUSD facilities upon reasonable notice to Charter School.
- Furnishings and Equipment: LAUSD 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 LAUSD facilities by any person or entity other than Charter School shall be administered by LAUSD. The parties may agree to an alternative arrangement in the use agreement.
- Minimum Payments or Charges to be Paid to LAUSD Arising From the Facilities:
  - (i) Pro Rata Share: LAUSD shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter School 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 LAUSD agrees to allow Charter School to perform any of the operation and maintenance services, LAUSD shall have the right to inspect the LAUSD 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 LAUSD facilities with another user, LAUSD shall provide the operations and maintenance services for the LAUSD 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 LAUSD facilities, LAUSD shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the LAUSD facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, LAUSD shall provide all services for regulatory inspections which as the owner of the real property 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 those 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**

**Facility Status:** The charter petitioner must demonstrate control of a facility such as a commitment from the landlord, to ensure that the property is actually available to the charter developer, and that the facility is usable with or without conditions (such as a conditional code permit.) The charter school facility shall comply 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 the charter school is to be located, and the Americans with Disabilities Act (ADA). Applicable codes and ADA requirements shall also apply to the construction, reconstruction, alteration of or addition to the proposed charter school facility.

Charter School shall implement any corrective actions, orders to comply, or notices issued by the authorized building and safety agency. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA requirements. Charter schools are required to adhere to the program accessibility requirements of Federal law (Americans with Disabilities Act and Section 504).

**Occupancy of the Site:** The charter petitioner or developer shall provide the District with a final Certificate of Occupancy issued by the applicable permitting agency, allowing the petitioner to use and occupy the site. Charter School may not open without providing a copy of the Certificate of Occupancy for the designated use of the facility. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to the District for each facility before the school is scheduled to open or operate in the facility or facilities. 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.

**Pest Management:** Charter School shall comply with the Healthy Schools Act, California Education Code Section 17608, which details pest management requirements for schools. Developers may find additional information at: [www.laschools.org/employee/mo/ipm](http://www.laschools.org/employee/mo/ipm).

**Asbestos Management:** Charter School shall comply with the asbestos requirement as cited in the Asbestos Hazard Emergency Response Act (AHERA), 40CFR part 763. AHERA requires that any building leased or acquired that is to be used as a school or administrative building shall maintain an asbestos management plan.

## **INSURANCE**

### **Insurance Requirements**

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

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

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and the Board of Education of the City of Los Angeles ("Board of Education") as named additional insureds and shall provide specifically that any insurance carried by the District which may be applicable to any claims or loss shall be deemed excess and Charter School's insurance shall be primary despite any conflicting

provisions in Charter School's policy. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.

2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student bus service. If Charter School provides student bus services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment or other assets. Minimum amount of coverage shall be \$50,000 per occurrence, with no self-insured retention.
5. Professional Educators Errors and Omissions liability coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
6. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
7. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
8. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

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

### **Evidence of Insurance**

Charter School shall furnish to the District's Division of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28<sup>th</sup> Floor, Los Angeles CA 90017 within 30 days of all

new policies inception, renewals or changes, certificates or such insurance signed by authorized representatives of the insurance carrier. Certificates shall be endorsed as follows:

*“The insurance afforded by this policy shall not be suspended, cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.”*

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

Should Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to school, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of Charter School.

### **Hold Harmless/Indemnification Provision**

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys’ fees, brought by any person or entity whatsoever, arising out of, or relating to, this Charter agreement. Charter School further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys’ fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by Charter School and/or its officers, directors, employees or volunteers. Moreover, Charter School agrees to indemnify, defend and hold harmless “the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School’s vendors, contractors, partners or sponsors.

## **FISCAL MATTERS**

### **District Oversight Costs**

The District may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School’s revenue, or the District may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

### **Cash Reserves**

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, Title 5 of the California Code of Regulations.

### **Special Education Revenue Adjustment/Payment for Services**

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the 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.

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

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

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

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

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

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

### **Internal Fiscal Controls**

Ánimo Avalon will develop and maintain sound internal fiscal control policies governing all financial activities.

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

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

### **Local Control and Accountability Plan**

In accordance with California Education Code §§ 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 EC § 47606.5(a). These expenditures shall be “classified using the California School Accounting Manual pursuant to Section 41010.” EC § 47606.5(b)

## **TEACHER SIGNATURES**

See Attachment.

## FINANCIAL PLAN

### Historical Performance of Green Dot Schools

Over the last thirteen years, Green Dot Public Schools has performed very well financially as it presently operates 18 other charter schools similar to *Ánimo Avalon*; all of which are financially sound. Green Dot's strong financial performance has been driven by its efficient school and organizational model and its effectiveness at accessing State, Federal and Local public funds as well as private philanthropy to pay for school start-up costs.

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

*Ánimo Avalon* will follow a similar financial model in order to ensure that the school will be financially sound and can provide a great education to the students it serves. Additionally, as a charter school network, Green Dot can access capital or use its built-up reserves in order help *Ánimo Avalon* if it does run into any financial difficulty.

### Start-up Funds and Budget

Green Dot is also very successful at fundraising from private foundations in order to help support its growth. Green Dot has received commitments of nearly \$60 million from private foundations over its history. Green Dot has received a commitment from a funder to receive \$500k for every new school that Green Dot opens in the future. This \$500k is reflected in the current financial projections. Green Dot will continue to fundraise throughout the 2013-2014 school year and beyond, and is confident that it will be able to raise the funds necessary to support its schools because of the success it has had to date, raising \$25 million in commitments over the past three years.

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

### Financial Model

The operating budget for a full 9<sup>th</sup>-12<sup>th</sup> grade Green Dot high school serving 620 students is approximately \$5.5 million. For a full 6<sup>th</sup>-8<sup>th</sup> grade Green Dot middle school serving 525 students the budget is approximately \$4.8 million.

### Key Assumptions – Revenue

- *Number of Students:* Each Green Dot high school will open with a ninth grade of approximately 170 students, add a new grade each year, and serve grades 9-12 in its 4th year and beyond. There is a small attrition rate built into the financial model so that high schools

level off at approximately 620 students (attrition rates are low, typically less than 6% of a class annually). For a middle school, the numbers would be based on an initial sixth grade enrollment of approximately 165 with a total enrollment of 510 after three years and 540 after four years.

- State per-Pupil Funds: Principal apportionment from the State of California makes up approximately 74% - 78% of revenue in a Green Dot school's steady state. *Ánimo Avalon* is projected to have an average daily attendance (ADA) of 94.2%. Although this is comparatively high, Green Dot believes that it will be achieved at *Ánimo Avalon* based on the fact that Green Dot's first ten schools have achieved ADA's of 95% and above, and middle schools perform even higher than this. If the school is unable to maintain a 95% ADA rate, it will slightly increase the number of students it accepts in the school, if necessary, in order to ensure that it is financially sound. Because *Ánimo Avalon*'s Student / Teacher ratio is very low, a slight increase in the size of the student population will not have a material effect on the educational program. The principal apportionment for FY15 is projected at \$6,944 per middle school ADA, based on projections from the California Department of Finance and other financial analysts for the Local Control Funding Formula included in the California budget starting in FY14. COLA rates 2% annually are assumed in the financial model for revenues and expenses.
- Special Education Entitlement: Based on the existing LAUSD rate, which is \$624 per ADA after encroachment.
- Federal Revenue: Accounts for 5% - 8% of revenue in a Green Dot school and is made up mostly of Title 1 funds (\$403 per eligible student in FY15) and federal lunch program reimbursement.
- Other State Revenues: Account for 4% - 12% of revenue for a Green Dot school and are made up primarily of the SB740 Facilities Reimbursement (\$750 per ADA in FY15) and State Lottery Income (\$158 per ADA in FY15).
- Non-Public Revenue: Consists primarily of school site fundraising. *Ánimo Avalon*'s PTA will participate in school site grant writing, candy drives, walkathons, etc., to raise funds for the school. The amounts allocated in years 2-5 are very conservative amounts compared to historical data at the other Green Dot schools with 2-5 years of historical data. However, if for some reason the school cannot raise the allotted amount of money, Green Dot will use the money it raises to open new schools to supplement the income.

#### Key Assumptions - Expenses

- Personnel and Benefits: Green Dot schools spend, on average, about 58% of revenue in steady state (year 5 and beyond) on salaries and benefits. Average teacher's salary of \$57,000 is used in *Ánimo Avalon*'s financial model for FY15, and grows 1.5% each year thereafter. At capacity, the school is projected to have approximately 28 Teachers, 3 Administrators, 1 Counselor and 7 other staff. The number of classified employees is kept

relatively low to enable *Ánimo Avalon* to have a low student to teacher ratio without substantially increasing its budget.

- *Education and Student-Related Expenses*: Green Dot schools spend, on average, 13% of revenue in steady state on education and student-related expenses. This includes books and supplies, student activities and food, student transportation, employee development, special education support and computers. These assumptions are in line with the historical performances of Green Dot's schools.
- *Facilities and Facilities Related Expenses*: Facilities and facilities related expenses include mortgage / lease, maintenance, utilities, operations, housekeeping and security. Facilities and facilities-related expenses are the assumption with the greatest variability in the financial model and fluctuate depending on purchased versus leased facilities, facility location and condition of the facility. The financial model assumes that *Ánimo Avalon* will open in a facility where the lease is 23% of the school's total revenue in the first year, but decline to 12% once the school reaches capacity. The lease amount increases in FY18 due to an anticipated refinancing of the building by the owner. The assumptions made for utilities, maintenance, janitorial and security expenses are in line with the historical performance at Green Dot's other schools. *Ánimo Avalon* believes that these estimates are very conservative and expects its facilities costs to be less as it is able to access LAUSD property for its site.
- *School Operations and Other School-Related Costs*: On average, approximately 5% of revenue in steady- state Green Dot schools goes towards school operations and other school-related costs. This includes communications, insurance, transportation, equipment and other operational costs.
- *District Oversight Fee*: A 1% fee paid to the chartering district. This fee would increase to 3% if the district provided facilities.
- *Management Fee to Green Dot*: 9% of revenue from public sources is paid as a management fee to fund the Green Dot Home Office in the school's first year. This increases to 10% of revenue from public sources starting in FY17.
- *Reserve for Economic Uncertainty*: As required by Charter law, *Ánimo Avalon* will maintain a reserve for economic uncertainty. 5% of expenditures will be kept in reserve annually.

### **Model Sensitivities**

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

### **Miscellaneous**

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

## **5-Year Income Statement Projections**

See Attachment.

### **3-Year Cash Flow Projections**

See Attachment.

## **FACILITY PLAN**

Ánimo Avalon Charter Middle School will secure a facility for the 2014-2015 school year. The school will likely move into a temporary facility for its first year of operation and will likely move at least once during its lifetime. Ánimo Avalon Charter Middle School will work collaboratively with the District in order to fulfill its long term facility needs. This collaboration will include discussions related to Proposition 39, state bonds and/or bonds recently passed by LAUSD.

An appropriate safety plan will be developed as soon as the school site facility is finalized. All Green Dot schools are required to have active safety plans on file as required by California Ed Code.

### **Location**

Green Dot has yet to find the actual location of the school in area of South Los Angeles; however, Green Dot is aggressively identifying properties to purchase or lease. Green Dot has engaged several real estate brokers and intends to have a site finalized by the end of the year. Ánimo Avalon Charter Middle School will obtain property insurance coverage for the site if it is not an LAUSD facility. Ánimo Avalon will adhere to the stipulated provisions in the “Additional Provisions, Facilities” section in the charter petition.

## **COURT-ORDERED INTEGRATION PLAN**

It is our goal to improve the educational opportunities for economically disadvantaged students. *Ánimo Avalon* aims to serve the most impacted populations in the neighborhood and plans to do as well as or better than nearby community schools in conducting outreach for potential students, attracting a diverse student population, and serving the highest needs students within the surrounding areas. As indicated in Element 7, every effort will be made to reach out to all fifth graders in our attendance areas during recruitment as well as all segments of the community that are reflective of Los Angeles Unified School District. Our outreach will include flyers sent out to families of students who would typically attend Gompers Middle School, Markham Middle School and Drew Middle School to ensure that all students in the area have an opportunity to attend a Green Dot school. Community members will be notified through community meetings, mailings, personal phone calls and possibly newspaper advertisements. We expect to hold at least three informational meetings during winter and spring annually.

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

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

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

## ATTENDANCE ACCOUNTING

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

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

### Reporting

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

**SCHOOL CALENDAR**

See Attachment.

## SERVICES PROVIDED BY GREEN DOT PUBLIC SCHOOLS

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

### Recruiting

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

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

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

Daily Services: Year-round, Green Dot's Human Resources Department conducts outreach to recruit new teachers. The department sets up informational sessions, purchases ads, reaches out to recruits to have a qualified pool of teacher applicants. All this outreach is centralized at Green Dot, and once compiled, the principal and teachers engage in the interviewing process.

### Facilities

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

Given current legislation and financing options, Green Dot schools typically use temporary facilities for their first year in operation and may use them for up to three years. The goal is for each Green Dot school to only move once in its lifetime, but some schools are likely to have to move two or three times. Temporary facilities will typically be shared facilities (with Universities or Junior Colleges, etc.); buildings that require minimal tenant improvements such as churches with classrooms, private schools, and commercial buildings; or portable classrooms.

Daily Service: Green Dot's Real Estate Development Department works with the principal, teachers, and parents to understand the facility needs before the school opens. The department

meets with brokers and real estate agents and on a monthly basis with the facility committee to further define the needs for the long-term facility.

### **Facilities Financing**

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

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

### **Curriculum Development**

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

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

*Daily Service:* When school is in session, Green Dot's education department and Cluster Directors meet on a monthly basis with the principal and lead teachers to analyze student progress and performance, determine effectiveness of the curriculum, improve instruction, and set future target goals.

### **Professional Development**

Professional development for Ánimo Avalon's principal will be managed out of the Green Dot Home Office. Professional development for teachers will be managed collaboratively by the Green Dot Home Office and Ánimo Avalon (led by the principal).

### **Fundraising**

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

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

## **Budgeting**

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

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

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

## **Purchasing**

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

## **Back Office Management**

All back office functions such as payroll, taxes and compliance will be centralized at the Green Dot Home Office. Green Dot currently manages the majority of its back office functions but outsources some aspects to a third party organization.

### *Daily Service:*

- *Payroll:* All payroll and related tasks will be carried out at Green Dot.
- *Accounting:* Green Dot executes all general ledger activities.
- *Purchase Orders:* All Purchase Orders and invoices for the school will be executed by Green Dot. The principal can request POs. Green Dot's Account Payable will then work with the office manager to make sure the PO matches the invoice and product is shipped appropriately.

**Governance of Schools**

As described above, Green Dot Home Office and the Green Dot Board of Directors will act as the governing body for Ánimo Avalon.

## **FUNDING MODEL – DIRECTLY FUNDED**

Ánimo Avalon will be a directly funded charter school.

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

## **DISSEMINATION OF PRACTICE**

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

Ánimo Avalon intends to have both formal and informal interactions and communications with the District and with other schools in order to foster learning and sharing. Ánimo Avalon plans to attend the Yearly Charter School Conference, participate in the Community of Practice Network, host regular school visits and open houses, share original charter materials and communicate electronically on an ongoing basis.

Because Green Dot Public Schools is a charter school developer with a network of charter schools, LAUSD will benefit even further because Green Dot can disseminate best practices not only from Ánimo Avalon but also from Green Dot's other charter schools.

## **TEXTBOOK RECOMMENDATIONS**

Attached is a list of the textbooks recommended by Green Dot's Home Office.

See Attachment.

## **TEACHER'S UNION CONTRACT**

Attached is a copy of the contract between Green Dot Public Schools and the Asociación de Maestros Unidos/CTA/NEA (the teacher's union representing Green Dot Public Schools' certificated employees).

See Attachment.

# **ARTICLES OF INCORPORATION & BYLAWS OF GREEN DOT PUBLIC SCHOOLS**

See Attachment.

## **PARENT-STUDENT HANDBOOK**

Attached is the proposed Parent-Student handbook for *Ánimo Avalon*. It is based on policies, procedures, and handbooks of Green Dot's 19 charter schools. The principal of *Ánimo Avalon* reserves the right to amend the Parent-Student handbook as necessary at his/her discretion in a manner consistent with this charter petition and all applicable state and federal laws.

**ADDENDUM**  
**District Required Language for Independent Charter School**  
**Petitions (New and Renewal) and Material Revisions**

**Assurances and Affirmations**

Animo Avalon Charter Middle School (hereinafter “Animo Avalon” or “Charter School”) shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. EC 47605(d)(1)
- Not charge tuition. EC 47605(d)(1)
- Not discriminate against any pupil on the basis of disability, gender, gender identity, gender expression, nationality, race or ethnicity, religion, sexual orientation, or any other characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code. EC 47605(d)(1)
- Admit all pupils who wish to attend the school. EC 47605(d)(2)(A)
- Determine attendance by a public random drawing, if the number of pupils who wish to attend the charter school exceeds the school’s capacity. Preference shall be extended to pupils who currently attend the charter school and pupils who reside in the District. EC 47605(d)(2)(B)
- If a pupil is expelled or leaves the charter school without graduating or completing the school year for any reason, the charter school shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. EC 47605(d)(3)
- Meet all statewide standards and conduct the pupil assessments required pursuant to Educ. Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. EC 47605(c)(1)
- Consult, on a regular basis, with the charter school’s parents, legal guardians, and teachers regarding the school’s educational programs. EC 47605(c)(2)

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

redundancy facilitates efficient charter petition review while ensuring ready access to the DRL for any given section of the charter. To the extent that any inconsistency should exist between the DRL provisions contained within the body of the charter and the DRL contained in the addendum, the addendum shall control.

## **Element 1 – The Educational Program**

### **GENERAL INFORMATION**

- The contact person for *Ánimo Avalon* is Dr. Cristina de Jesus.
- The contact address for *Ánimo Avalon* is 1149 South Hill Street, Suite 600, Los Angeles, CA 90015.
- The contact phone number for *Ánimo Avalon* is (323) 565-1600.
- The proposed address or target community of *Ánimo Avalon* is South Los Angeles, which is located in Los Angeles Unified School District (“LAUSD” or “District”) Board District 7 and Educational Service Center XR.
- The term of this charter shall be from July 1, 2014 to June 30, 2019.
- The grade configuration of Charter School is 6<sup>th</sup>-8<sup>th</sup> grade.
- The number of students in the first year will be 165.
- The grade level(s) of the students in the first year will be 6<sup>th</sup> grade.
- The scheduled opening date of Charter School is July 1, 2014.
- The admission requirements include: See Element 8.
- The enrollment capacity is 600. (Enrollment capacity is defined as all students who are enrolled in Charter School regardless of student residency).
- The type of instructional calendar (e.g. traditional/year-round, single track/multi-track, extended day/year) will be: See page 132.
- The bell schedule for Charter School will be: See page 37.
- If space is available, traveling students will have the option to attend.

### **LOCAL CONTROL AND ACCOUNTABILITY PLAN**

Charter School acknowledges and agrees that it must comply with all applicable laws and regulations related to AB 97 (Local Control Funding Formula), as they may be amended from time to time, which include the requirement that Charter School submit a Local Control and Accountability Plan (LCAP) to the Charter Schools Division and the Los Angeles County Superintendent of Schools on or before July 1, 2014. In accordance with California Education Code §§ 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 § 47605(b)(5)(A)(ii), using the Local Control and Accountability Plan template to be adopted by the State Board of Education. Charter School shall submit its annual update to the Charter Schools Division on or before July 1 of each applicable year, beginning in 2015. Charter School shall comply with all requirements of Education Code § 47606.5, including but not limited to the requirement that Charter School “shall consult with teachers, principals, administrators, other school personnel, parents, and pupils in developing the annual update.” § 47606.5(e).

## **ACADEMIC CALENDAR AND SCHEDULES**

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

## **TRANSITIONAL KINDERGARTEN**

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

## **ENGLISH LEARNERS**

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

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

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

Animo Avalon Charter Middle School shall provide to the CSD an annual report of its EL program assessment. Upon request, Animo Avalon Charter Middle School shall provide a copy of its current EL Master Plan to the CSD.

Animo Avalon Charter Middle School shall administer the CELDT annually in accordance with federal and state requirements.

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

## **STUDENTS WITH DISABILITIES**

### **Federal Law Compliance**

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

### **Special Education Program**

All LAUSD-authorized charter schools must adhere to all terms and conditions of the *Chanda Smith* Modified Consent Decree (“MCD”) and any other court orders and/or consent decrees imposed upon the LAUSD as they pertain to special education. Charter schools must ensure that no student otherwise eligible to enroll in their charter school will be denied enrollment due to a disability or to the charter school’s inability to provide necessary services. Policies and procedures are in place to ensure the recruitment, enrollment and retention of students with disabilities at charter schools.

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

### **SELPA Reorganization**

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

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

District-authorized conversion and PSC charter schools must conduct Child Find activities for students residing in their pre-charter and/or PSC attendance areas (including private school

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

### **Modified Consent Decree Requirements**

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

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

- End of Year Suspension.

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

- STAR – Preliminary and Final. (**Including Charter Schools**)

The usual file including District ID.

- Norm day – 2013

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

- CBEDS – 2013 (**Including Charter Schools**)

- All Students enrolled December 1, 2013.

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

- Dropout 2012-13 (**Including Charter Schools**)

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

- Monthly SESAC and Suspension data from non-SIS schools (**Including Charter Schools**)
- Graduation roster from all LAUSD schools (**Including Charter Schools**) with 12th grade SWD

The MCD requires charter schools to implement the District’s Integrated Student Information System (ISIS) which is now referred to as My Integrated Student Information System (MiSiS). MiSiS is a suite of applications which is designed to capture all District student data.

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

**MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM**

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

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

**STANDARDIZED TESTING**

Charter School agrees to comply with and adhere to state requirements for participation and administration of all state mandated tests. If Charter School does not test with the District, Charter School hereby grants authority to the State of California to provide a copy of all test results directly to the District as well as Charter School.

**Element 4 – Governance**

**GENERAL PROVISIONS**

As an independent charter school, Animo Avalon Charter Middle 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.

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

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

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

Charter School shall send to the CSD copies of all governing board meeting agendas at the same time that they are posted in accordance with the Brown Act. Charter School shall also send to the CSD copies of all board meeting minutes within one week of governing board approval of the minutes.

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

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

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

Charter School shall adopt and publish complaint procedures providing for prompt and equitable resolution of student and employee complaints alleging any action which 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 Animo Avalon Charter Middle School does not discriminate on the basis of sex or mental or physical disability in the educational programs or activities which it operates, and that it is required by Title IX and Section 504 not to discriminate on any such basis.

Charter School shall establish and provide a uniform complaint procedure in accordance with applicable federal and state laws and regulations, including all applicable requirements of Cal. Admin. Code, tit. 5, §§ 4600 *et seq.*

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

Charter School shall extend its uniform complaint procedure to complaints pursuant to the local control funding formula. (Cal. Educ. Code section 52075).

## **LEGAL AND POLICY COMPLIANCE**

Animo Avalon Charter Middle School shall comply with all applicable federal and state laws and regulations, and District policy as it relates to charter schools.

## **RESPONDING TO INQUIRIES**

Animo Avalon Charter Middle School, including its nonprofit corporation, shall promptly respond to all inquiries, including but not limited to inquiries regarding financial records from the District, and shall cooperate with the District regarding any inquiries. Animo Avalon Charter Middle School, including its nonprofit corporation, acknowledges that it is subject to audit by LAUSD, including, without limitation, audit by the District Office of the Inspector General.

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

## **NOTIFICATION OF THE DISTRICT**

Animo Avalon Charter Middle School shall notify the Charter Schools Division in writing of any citations or notices of workplace hazards, investigations by outside regulatory or investigative agencies, lawsuits, or other formal complaints, within one week of receipt of such notices by Animo Avalon Charter Middle School. Charter School shall also notify the CSD in writing of any internal investigations within one week of commencing investigation.

## **TRANSFER OF STUDENT RECORDS**

When a student transfers for any reason from Charter School to any other school, Charter School shall transfer the student's complete cumulative record within 10 school days of receiving a records request from the receiving school. In the event Charter School closes, Charter School shall comply with the student records transfer provisions in Element 16.

## **Element 5 – Employee Qualifications**

### **EQUAL EMPLOYMENT OPPORTUNITY**

Animo Avalon Charter Middle 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 identity, sexual orientation, pregnancy, national origin, ancestry, citizenship, age, marital status, physical disability, mental disability, medical condition, or any other characteristic protected by California or federal law. Equal employment opportunity shall be extended to all aspects of the employer-employee relationship, including recruitment, selection, hiring, upgrading, training, promotion, transfer, discipline, layoff, recall, and dismissal from employment.

### **NCLB AND CREDENTIALING REQUIREMENTS**

Animo Avalon Charter Middle School shall adhere to all requirements of the Elementary and Secondary Education Act (ESEA, also known as No Child Left Behind (NCLB)) that are applicable to teachers and paraprofessional employees. Charter School shall ensure that all teachers meet the requirements for employment set forth in California Education Code section 47605(1). Teachers of core and/or college preparatory subjects, and special education teachers, must hold and maintain a Commission on Teacher Credentialing certificate, permit or other document equivalent to that which a teacher in a non-charter public school would be required to hold in the same assignment. Charter School shall maintain current copies of all teacher credentials and make them readily available for inspection.

## **Element 6 – Health and Safety Procedures**

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

Animo Avalon Charter Middle School shall have a comprehensive site-specific Health, Safety and Emergency Plan, including the acquisition and maintenance of adequate onsite emergency supplies, in place prior to beginning operation of the charter school. Animo Avalon Charter Middle School shall ensure that staff receives annual training on Charter School's health, safety, and emergency procedures, and shall maintain a calendar for, and conduct, emergency response drills for students and staff. Charter School shall periodically review, and modify as necessary, its Health, Safety and Emergency Plan, and keep it readily available for use and review upon CSD request.

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

Animo Avalon Charter Middle School, including its employees and officers, shall comply with the Family Educational Rights and Privacy Act (FERPA) at all times.

## **CRIMINAL BACKGROUND CHECKS AND FINGERPRINTING**

Charter School shall require all employees of Charter School, all volunteers who will be performing services that are not under the direct supervision of a Charter School employee, and any onsite independent contractors or vendors having unsupervised contact with students, to submit to criminal background checks and fingerprinting in accordance with state law. Charter School shall maintain on file and available for inspection evidence that Charter School has performed criminal background checks and cleared for employment all employees prior to employment, and documentation that independent contractors and vendors have conducted required criminal background checks for their employees prior to any unsupervised contact with students. Charter School shall also ensure that it requests and receives subsequent arrest notifications from the California Department of Justice to ensure the ongoing safety of its students.

## **IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS**

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

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

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

### **COURT-ORDERED INTEGRATION**

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

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

achieve its goals. Upon request, Charter School shall provide the District with a copy of its current written plan.

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

### **NO CHILD LEFT BEHIND-PUBLIC SCHOOL CHOICE (NCLB-PSC) TRAVELING STUDENTS**

The District and Animo Avalon Charter Middle School are committed to providing all students with quality educational alternatives in compliance with all federal and state laws, including students who are enrolled in schools of the District identified by the California Department of Education as in need of Program Improvement. No Child Left Behind-Public School Choice (“NCLB-PSC”) placement with charter schools is an alternative strongly encouraged by the No Child Left Behind Act of 2001 (“NCLB”). Animo Avalon Charter Middle School agrees to discuss with the District the possibility of accepting for enrollment District students participating in the District’s NCLB-PSC program. The parties agree to memorialize separately any agreed-to number of NCLB-PSC placements of District students at the charter school.

As required under NCLB, all NCLB-PSC students attending Animo Avalon Charter Middle School shall have the right to continue attending Animo Avalon Charter Middle School until the highest grade level of the charter. However, the obligation of the District to provide transportation for a NCLB-PSC student to Animo Avalon Charter Middle School shall end in the event the NCLB-PSC student’s resident District school exits Program Improvement status.

Animo Avalon Charter Middle School shall ensure that all of its NCLB-PSC students are treated in the same manner as other students attending Charter School. NCLB-PSC students are and will be eligible for all applicable instructional and extra-curricular activities at Charter School. Animo Avalon Charter Middle School shall make reasonable efforts to invite and encourage the participation of the parents of NCLB-PSC students in the activities and meetings at Charter School.

Determination of student eligibility for this NCLB-PSC option, including the grade level of eligibility, will be made solely by the District, based on the District’s NCLB-PSC process, guidelines, policies and the requirements of NCLB. In the event demand for places at Animo Avalon Charter Middle School under the NCLB-PSC program increases in subsequent years, Animo Avalon Charter Middle School agrees to discuss with the District the possibility of increasing the number of NCLB-PSC places available at Charter School.

### **FEDERAL PROGRAM COMPLIANCE**

As a recipient of federal funds, including federal Title I, Part A funds, Animo Avalon Charter Middle School has agreed to meet all of the programmatic, fiscal and other regulatory

requirements of the No Child Left Behind Act of 2001 (NCLB) and other applicable federal grant programs. Animo Avalon Charter Middle School understands that it is a local educational agency (LEA) for purposes of federal compliance and reporting purposes. Animo Avalon Charter Middle School agrees that it will keep and make available to the District any documentation necessary to demonstrate compliance with the requirements of NCLB and other applicable federal programs, including, but not limited to, documentation related to funding, required parental notifications, appropriate credentialing of teaching and paraprofessional staff, the implementation of Public School Choice and Supplemental Educational Services, where applicable, or any other mandated federal program requirement. The mandated requirements of NCLB, Title I, Part A include, but are not limited to, the following:

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

Animo Avalon Charter Middle School also understands that as part of its oversight of Charter School, the District may conduct program review for federal and state compliance.

## **Element 8 – Admission Requirements**

## **McKINNEY-VENTO HOMELESS ASSISTANCE ACT**

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

## **NON-DISCRIMINATION**

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

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

## **Element 9 – Annual Financial Audits**

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

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

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

In addition:

- P1, first week of January
- P2, first week of April

- i. Instructional Calendar – annually five weeks prior to first day of instruction
- j. Other reports as requested by the District

## **Element 10 – Suspension and Expulsion Procedures**

### **GENERAL PROVISIONS**

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

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

Charter School shall ensure that its staff is knowledgeable about and complies with the District’s Discipline Foundation Policy and/or current equivalent policy, as required by the Modified Consent Decree.

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

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

### **STUDENTS WITH DISABILITIES**

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

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

for a student with a 504 Plan, Charter School’s administrator will convene a Link Determination meeting to ask the following two questions:

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

### **NOTIFICATION OF THE DISTRICT**

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

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

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

### **OUTCOME DATA**

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

### **REHABILITATION PLANS**

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

### **READMISSION**

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

### **REINSTATEMENT**

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

### **GUN FREE SCHOOLS ACT**

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

## **Element 11 – Employee Retirement Systems**

[NOTE: No District Required Language is being provided for inclusion in this element.]

## **Element 12 – Public School Attendance Alternatives**

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

### **Element 13 – Rights of District Employees**

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

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

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

To Charter School:  
c/o School Director

Animo Avalon Charter Middle School

To Director of Charter Schools:

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

- 2) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification. The parties agree to

schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date the Written Response is received by the other party. The Written Response may be tendered by personal delivery, by facsimile, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such notice if delivered by 5:00p.m., or otherwise on the business day following personal delivery; (b) if by facsimile, upon electronic confirmation of receipt; or (c) if by mail, two (2) business days after deposit in the U.S. Mail.

- 3) If the Dispute cannot be resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Each party shall bear its own attorneys’ fees, costs and expenses associated with the mediation. The mediator’s fees and the administrative fees of the mediation shall be shared equally among the parties. Mediation proceedings shall commence within 120 days from the date of either party’s request for mediation following the Issue Conference. The parties shall mutually agree upon the selection of a mediator to resolve the Dispute. The mediator may be selected from the approved list of mediators prepared by the American Arbitration Association. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 4) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California. Each party shall bear its own attorney’s fees, costs and expenses associated with the arbitration. The arbitrator’s fees and the administrative fees of the arbitration shall be shared equally among the parties. However, any party who fails or refuses to submit to arbitration as set forth herein shall bear all attorney’s fees, costs and expenses incurred by such other party in compelling arbitration of any controversy or claim.

### **Element 15 – Exclusive Public School Employer**

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

### **Element 16 – Charter School Closure Procedures**

## **REVOCAION OF THE CHARTER**

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

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

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

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

## **CLOSURE ACTION**

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

## **CLOSURE PROCEDURES**

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

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

Upon the taking of a Closure Action by either the governing board of Animo Avalon Charter Middle School or the LAUSD Board of Education, the governing board of Animo Avalon Charter Middle School shall immediately designate a person or persons responsible for conducting all closure procedures and activities, and determine how Animo Avalon Charter Middle 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 CSD, if the Closing Action is an act of Animo Avalon Charter Middle School. Note: If the Closure Action is a revocation or nonrenewal by the LAUSD Board of Education, the charter school may omit this step.
2. Parents, guardians, and/or caretakers of all students currently enrolled in Animo Avalon Charter Middle School within 72 hours of the Closure Action. Animo Avalon Charter Middle School shall simultaneously provide a copy of the written parent notification to the CSD.
3. Los Angeles County Office of Education (LACOE). Animo Avalon Charter Middle School shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
4. The Special Education Local Plan Area (SELPA) in which the school participates. Animo Avalon Charter Middle School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
5. The retirement systems in which the school's employees participate. Within fourteen (14) calendar days of the Closure Action, Animo Avalon Charter Middle School shall notify the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), and the Los Angeles County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of this notification and correspondence to the CSD.
6. The California Department of Education (CDE). [Charter] 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. Animo Avalon Charter Middle School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on

student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.

8. All school employees and vendors within 72 hours of the Closure Action. Animo Avalon Charter Middle School shall simultaneously provide a copy of the written employee and vendor notification to the CSD.

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

1. The effective date of the school closure
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents and, legal guardians 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, and students shall also include:

1. Information on how to enroll or transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of the student's cumulative record, which will include grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

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

3. The date and manner, which shall be no later than 30 days from the effective date of school closure, by which Charter School shall provide employees with written verification of employment.

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

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

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

1. Charter School shall provide the District with original student cumulative files and behavior records pursuant to District policy and applicable handbook(s) regarding cumulative records for secondary and elementary schools for all students both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring student records to the receiving schools shall be in accordance with LAUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division. 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 should also 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.
4. Animo Avalon Charter Middle School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of the student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, school payroll and personnel records, and Title I records (if applicable). Personnel records must include any and all employee records including, but not limited to, records related to performance and grievance.
7. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage.

### **Financial Close-Out**

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

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

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

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

Animo Avalon Charter Middle 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 Animo Avalon Charter Middle School will be the responsibility of Animo Avalon Charter Middle School and not LAUSD. Animo Avalon Charter Middle School understands and acknowledges that Animo Avalon Charter Middle School will cover the outstanding debts or liabilities of Animo Avalon Charter Middle School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Animo Avalon Charter Middle 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 Animo Avalon Charter Middle School participates, and other categorical funds will be returned to the source of funds.

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

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

These reports must be submitted to the CDE and the authorizing entity in the form required. If Charter School chooses to submit this information before the forms and software are available for the fiscal year, alternative forms can be used if they are approved in advance by the CDE.

These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

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

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

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

1. The return of any donated materials and property according to any conditions set when the donations were accepted.
2. The return of any grant and restricted categorical funds to their source according to the terms of the grant or state and federal law.
3. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

Net assets of the charter school may be transferred to the authorizing entity. If Charter School is operated by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

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

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

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

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

- a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.

- b. File a Federal Notice of Discontinuance with the Department of Treasury (Treasury Form 63).
- c. Make final federal tax payments (employee taxes, etc.)
- d. File its final withholding tax return (Treasury Form 165).
- e. File its final return with the IRS (Form 990 and Schedule).

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

## **Additional Provisions**

### **FACILITIES**

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

If Charter School is using LAUSD facilities as of the date of the submittal of this charter petition or takes occupancy of LAUSD facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by LAUSD for the use of the LAUSD 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 LAUSD facilities, Charter School shall execute an agreement provided by LAUSD for the use of LAUSD facilities prior to occupancy and commencing use.

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

In the event of an emergency, all LAUSD 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 LAUSD facilities with other LAUSD user groups, Charter School agrees it will participate in and

observe all LAUSD safety policies (e.g., emergency chain of information, participate in safety drills).

The use agreements provided by LAUSD for LAUSD 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 LAUSD 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. LAUSD shall have the right to inspect LAUSD facilities upon reasonable notice to Charter School.
- Furnishings and Equipment: LAUSD 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 LAUSD facilities by any person or entity other than Charter School shall be administered by LAUSD. The parties may agree to an alternative arrangement in the use agreement.
- Minimum Payments or Charges to be Paid to LAUSD Arising From the Facilities:
  - (i) Pro Rata Share: LAUSD shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter School 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 LAUSD agrees to allow Charter School to perform any of the operation and maintenance services, LAUSD shall have the right to inspect the LAUSD 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 LAUSD facilities with another user, LAUSD shall provide the operations and maintenance services for the LAUSD 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 LAUSD facilities, LAUSD shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the LAUSD facilities in accordance with applicable laws and LAUSD’s policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, LAUSD shall provide all services for regulatory inspections which as the owner of the real

property 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 those 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**

**Facility Status:** The charter petitioner must demonstrate control of a facility such as a commitment from the landlord, to ensure that the property is actually available to the charter developer, and that the facility is usable with or without conditions (such as a conditional code permit.) The charter school facility shall comply 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 the charter school is to be located, and the Americans with Disabilities Act (ADA). Applicable codes and ADA requirements shall also apply to the construction, reconstruction, alteration of or addition to the proposed charter school facility. Charter School shall implement any corrective actions, orders to comply, or notices issued by the authorized building and safety agency. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA requirements. Charter schools are required to adhere to the program accessibility requirements of Federal law (Americans with Disabilities Act and Section 504).

**Occupancy of the Site:** The charter petitioner or developer shall provide the District with a final Certificate of Occupancy issued by the applicable permitting agency, allowing the petitioner to use and occupy the site. Charter School may not open without providing a copy of the Certificate of Occupancy for the designated use of the facility. If Charter School moves or expands to another facility during the term of this charter, Charter School shall provide a Certificate of Occupancy to the District for each facility before the school is scheduled to open or operate in the facility or facilities. 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.

**Pest Management:** Charter School shall comply with the Healthy Schools Act, California Education Code Section 17608, which details pest management requirements for schools. Developers may find additional information at: [www.laschools.org/employee/mo/ipm](http://www.laschools.org/employee/mo/ipm).

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

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

## **INSURANCE**

### **Insurance Requirements**

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

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

The following insurance policies are required:

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

10. Sexual Molestation and Abuse coverage with minimum limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
11. Employment Practices Legal Liability coverage with limits of \$3,000,000 per occurrence and \$3,000,000 general aggregate.
12. Excess/umbrella insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

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

#### **Evidence of Insurance**

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

*"The insurance afforded by this policy shall not be suspended, cancelled, reduced in coverage or limits or non-renewed except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District."*

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

Should Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to school, employee or student property, for student accident, or any other type of insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of Charter School.

#### **Hold Harmless/Indemnification Provision**

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever, arising out of, or relating to, this Charter agreement. Charter School further agrees to the fullest extent permitted by law, at its own expense, to indemnify, defend, and hold harmless the LAUSD and the Board of Education and

their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by Charter School and/or its officers, directors, employees or volunteers. Moreover, Charter School agrees to indemnify, defend and hold harmless "the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors.

## **FISCAL MATTERS**

### **District Oversight Costs**

The District may charge for the actual costs of oversight of Charter School not to exceed 1% of Charter School's revenue, or the District may charge for the actual costs of oversight of Charter School not to exceed 3% if Charter School is able to obtain substantially rent free facilities from the District. Notwithstanding the foregoing, the District may charge the maximum oversight fee allowed under the law as it may change from time to time. The oversight fee provided herein is separate and distinct from the charges arising under charter school facilities use agreements.

### **Cash Reserves**

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, Title 5 of the California Code of Regulations.

### **Special Education Revenue Adjustment/Payment for Services**

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the 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.

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

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

- Charter School is subject to District oversight.
- The District's statutory oversight responsibility continues throughout the life of the Charter and requires that the District, among other things, monitors the fiscal condition of Charter School.

- The District is authorized to revoke this Charter for, among other reasons, the failure of Charter School to meet generally accepted accounting principles or if Charter School engages in fiscal mismanagement.

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

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

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

**Internal Fiscal Controls**

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

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

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

**Local Control and Accountability Plan**

In accordance with California Education Code §§ 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 EC § 47606.5(a). These expenditures shall be “classified using the California School Accounting Manual pursuant to Section 41010.” EC § 47606.5(b)