

**MATERIAL REVISION TO CHARTER OF  
PUC COMMUNITY CHARTER MIDDLE SCHOOL**

This Material Revision to the Charter of PUC Community Charter Middle School (“Material Revision”) is made between Los Angeles Unified School District (“District”), a California public school district, and Partnerships to Uplift Communities Valley Lakeview Terrace, a California non-profit corporation, (“Parties”) operating a California public charter school known as PUC Community Charter Middle School (“Charter School” and/or “PUC CCMS”).

**This Material Revision is to be read in conjunction with and shall expressly amend the Renewal Charter of PUC Community Charter Middle School** which is being recommended for approval by the Los Angeles Unified School District Board of Education on March 4, 2014. (“Charter”). The effective date of this Material Revision is the date of approval by the Board of Education on April 8, 2014, or on any such date the Board of Education approves the Material Revision.

A. WHEREAS, Parties agree to materially revise the Charter, and where required, its Bylaws, to reflect changes to the Charter as noted below.

B. WHEREAS, District and Charter School jointly agree to amend certain provisions of the Charter to reflect District policy and applicable state and federal laws, statutes, and regulations.

C. WHEREAS, PUC CCMS and PUC Community Charter Early College High School (“PUC CCECHS”) are both operated by Partnerships to Uplift Communities Valley Lakeview Terrace, a nonprofit California Public Benefit Corporation whose mission is to provide options in quality education for the communities served through the development and management of high quality charter schools; and

D. WHEREAS, on January 16, 2014, the Board of Trustees of Partnerships to Uplift Communities Valley Lakeview Terrace approved the merger of PUC CCEHS with PUC CCMS; and

E. WHEREAS, the charter of PUC CCEHS will close and be merged into the charter of PUC CCMS; and

F. WHEREAS, the purpose of the merger between PUC CCMS and PUC CCECHS is to combine both charter schools under one Charter to increase collaboration among staff and continuity for students in grades 6 -12 education; and

NOW, THEREFORE, the parties hereby acknowledge the adequacy of the consideration given for this Material Revision and, notwithstanding any provision to the contrary set forth in the Charter, the parties hereto expressly agree as follows:

1. Charter School Closure: Upon the approval of this Material Revision, PUC Community Charter Early College High School shall follow the procedures outlined in in Element 16 of its Charter to close the charter school.
2. Material Revision to the PUC CCMS Charter:

**a. Name:** The Charter School shall henceforth be named:

*PUC Community Charter Middle School and PUC Community Charter Early College High School.*

All references, in the Charter, to the name of the Charter School as PUC Community Charter Middle School (“PUC CCMS”) shall be deleted and replaced with “*PUC Community Charter Middle School and PUC Community Charter Early College High School.*”

**b. Element 1 - Educational Program:**

*The following provisions shall replace Element 1 of the Charter:*

GENERAL INFORMATION

- The contact person for PUC CCMS is Dr. Ron Alatorre
- The contact address for PUC CCMS is 11500 Eldridge Ave. Lake View Terrace, CA
- The contact phone number for PUC CCMS is 818-4850951
- The proposed address or target community of PUC CCMS is NE San Fernando Valley, which is located in Los Angeles Unified School District (“LAUSD” or “District”) Board District 6 and Educational Service Center North
- The term of this charter shall be from July 1, 2014 to June 30, 2019
- The grade configuration of Charter School is 6 - 12
- The number of students in the first year will be 800
- The grade level(s) of the students in the first year will be 6 - 12
- The scheduled opening date of Charter School is August 19, 2014
- The admission requirements include: No admissions requirements
- The enrollment capacity is 810 (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: Traditional
- The bell schedule for Charter School will be: 8:20 am - 3:40 pm
- If space is available, traveling students will have the option to attend.

*The following provisions shall be added into Element 1 of the Charter:*

**High School Student Population to Be Served**

PUC Community Charter Middle School (PUC CCMS) will add grades nine through twelve from Community Charter Early College High School (CCECHS). The school will serve up to 470 CCECHS students from the Northeast San Fernando Valley.

Additional Enrollment Plan					
Grade	2014-15	2015-16	2016-17	2017-18	2018-19
9	120	120	120	120	120
10	120	120	120	120	120
11	115	115	115	115	115
12	115	115	115	115	115

## Surrounding Schools Demographic and Performance Data for High Schools

School	Year	N (Tested)	Sub-Groups			Race/Ethnicity	Achievement
			% EL	% SpED	% Low SES	% Hispanic/Latino	API
PUC Community Charter Early Coll	2011	294	47.62%	7.48%	84.69%	96%	803
	2012	319	49.53%	5.64%	80.88%	96%	838
	2013	329	43.16%	10.03%	89.67%	96%	841
San Fernando High	2011	2158	61.21%	10.98%	100.00%	98%	657
	2012	1745	54.73%	12.21%	100.00%	98%	676
	2013	1652	37.53%	13.26%	74.94%	97%	671
Sylmar Senior High	2011	2367	52.94%	11.62%	78.07%	94%	671
	2012	1717	48.46%	12.17%	85.67%	94%	677
	2013	1585	32.37%	11.55%	77.60%	94%	709

### Instructional Design

- The courses offered at PUC Community Charter Early College High School (PUC CCECHS) are designed to prepare students to enter and succeed in college. The curriculum is aligned to the A-G requirements and augmented with select non-A-G courses offered as supports or enrichment for students. A majority of students will take one or more Advanced Placement courses prior to graduation.
- **Early College Model** – As an Early College high school, PUC CCECHS encourages students to take college classes in addition to their high school courses. Concurrent enrollment gives students experience with college level work while under the umbrella of support from the high school staff and infuses them with the confidence that they can succeed in college. It also provides them with valuable credits toward their college degrees. Our high school college counselors collaborate with local community colleges to help students identify appropriate courses. College courses are frequently offered on the high school campus to facilitate student participation. Students also attend college fairs and college visits and receive critical information and support in the college selection, application, and enrollment process from advisors, peer mentors, and counselors.
- **Mathematics Transition** – The school year of 2014-15 will be the first year of full implementation of the California Common Core State Standards at PUC CCECHS. In light of this transition, the mathematics course sequence for PUC CCECHS is currently under review to align it with Common Core practices and strategies. The course sequence and acceleration pathways will be finalized by February 2014 and the curriculum and course catalog will be revised accordingly.
- **Scholar Success Center** – The Scholar Success Program is designed to provide moderate to severe students with special needs with grade level content at their individual skill level. Students receive ELA and Math instruction in a small group setting, while improving targeted basic skills. The SSC is considered a temporary placement, designed with the intent of returning students to the full inclusion model as soon as possible. Teachers recommend students for the SSC by completing a form. A committee reviews the recommendations and a decision is made based on all compelling evidence including, but not limited to the following:
  - Recommended for SDC
  - Minimum of two years below grade level in ELA and Math
  - Failing Grades
  - Qualifies for CMA

- Would be recommended for a 1-1 without SSC placement

- **Intervention** – Intervention at PUC CCECHS takes place within and outside of the school day. The course sequence begins with students taking a second math and/or second ELA course in ninth grade in order to fill skill gaps that have been identified through data. These classes accelerate them to be prepared for the rigor of grades 10-12. In tenth grade, PUC CCECHS offers math and ELA CAHSEE support classes for select students who demonstrate the need for these classes based on data. Afterschool, PUC CCECHS provides structured tutoring in math and English Language Arts. In addition to this tutoring, teachers of all subjects may design and implement short-term or ongoing tutoring and workshops to support academic success of our students. Academic support that includes tutoring in all content areas and homework support is also provided in the after school program.

**Enrichment** – PUC CCECHS offers a rich program of athletics, clubs, and student activities. The athletics program includes the following CIF sports: cross country, girls volleyball, boys and girls soccer, boys and girls basketball, baseball, and softball. Additional athletics and arts programs include a marathon training program, a dance team, a cheerleading team, and a variety of concert bands. Clubs and afterschool activities include French Club, Latino Association, Gateway to Education and Equity for Kids (GEEK), Kennedy Club, Visual Arts Club, and Environmental Action Club. Additional afterschool activities include Gamers, Anime and Arts and Crafts. Two student organizations provide leadership, peer mentoring, and support for student activities. Peer College Scholars is a selective group of students trained to mentor peers in selecting and applying to college. They also coordinate school spirit activities, educational events, and community service projects. Leadership is our student government group that promotes the vision of PUC CCECHS through activities and events that enrich the school culture

**High School Course List**  
**PUC CCECHS Course Descriptions:**

**History/Social Science**

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Course Title	Credit Type
A.P. European History	UCA,CG,Credits
A.P. US History	UCA,CG,Credits
Government	UCA,CG,Credits
US History	UCA,CG,Credits
World History	UCA,CG,Credits

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**A.P. EUROPEAN HISTORY –CCH5009**

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**UC APPROVED (uca, cg, credits)**

This course will examine the period of European history from 1350-2007 AD. The course will focus on the social, political, religious, intellectual, technological and economic developments throughout this period of history. Students will be required to have a mastery of basic chronology and major events and trends from the Renaissance through modern day. Students will use the textbook, as well as a plethora of primary sources, to become more familiar with these themes. The AP curriculum demands higher-order thinking skills within a rigorous academic context. Thus, students are frequently required to analyze, synthesize, and evaluate primary and secondary historical sources, in addition to comprehending, memorizing, and applying facts. These skills will be assessed through a number of tests, quizzes and assignments.

**A.P. US HISTORY –CCH5003**

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**UC APPROVED (uca, cg, credits)**

This course is designed to study the history of the United States chronologically, with emphasis on interpretation and analysis of the material.

Through the use of primary and secondary sources the student will not only acquire a basic understanding of the factual material, but will develop the analytical and interpretive skills necessary to deal with the subject in greater depth. A successful student in this course will show a deep understanding of the history we study and will be prepared to pass the AP US History exam.

**GOVERNMENT –CCH5003**

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**UC APPROVED (uca, cg, credits)**

Students pursue a deeper understanding of the institutions of American government. They compare systems of government in the world today and analyze the history and changing interpretations of the Constitution, the Bill of Rights, and the current state of the legislative, executive, and judiciary branches of government. An emphasis is placed on analyzing the relationship among federal, state, and local governments, with particular attention paid to important historical documents such as the *Federalist Papers*. These standards represent the culmination of civic literacy as students prepare to vote, participate in community activities, and assume the responsibilities of citizenship.

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**US HISTORY – CCH5005**

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**UC APPROVED (uca, cg, credits)**

In this course students will examine major turning points in American history in the twentieth century. Students will analyze what is meant by the American Dream by looking at how this dream came to be and what it entails. This will be viewed through a historical lens, looking at the evolution of American ideals such as freedom, equality and justice for all. Students will constantly question why there has often been a gap between these ideals and the reality of American life for many groups in this country. Throughout this course, students will compare and contrast America's ideals with the truth of American history, paying special attention to minority groups and whether or not they had access to making the American Dream a reality.

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**WORLD HISTORY – CCH 5006**

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**UC APPROVED (uca, cg, credits)**

The purpose of the 10th grade World History course is to develop greater understanding of the evolution of global processes from 1450 until present. We will focus on themes of political philosophy, sociopolitical revolution and change, nationalism, industrialism, colonization and de-colonization, militarism, globalization, and migration as we move both regionally and chronologically through the major occurrences of the last 500 years. 10th grade World History is a high-level course that offers students an opportunity to gain a global perspective on the past—a vision of history that is meaningful and

appropriate for studying the world today.

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## English

Course Title	Credit Type
AP English Language	UCB, CG, Credits
CAHSEE PREP ELA	Credits,CG
English 9	UCB, Credits
English 10	UCB, CG, Credits
English 11	UCB, CG, Credits
English 12	UCB, CG, Credits
Textual Analysis Argumentation	UCB, Credits

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**AP ENGLISH LANGUAGE – CCH1001**

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**UC APPROVED (ucb, cg, credits)**

The AP course in English Language and Composition engages students in becoming skilled readers of prose written in a variety of rhetorical contexts, and in becoming skilled writers who compose for a variety of purposes. Both their writing and their reading should make students aware of the interactions among a writer's purposes, audience expectations, and subjects as well as the way generic conventions and the resources of language contribute to effectiveness in writing. Students will be active participants in their reading and writing in order to deepen their awareness of rhetoric and how language works, and to understand how stylistic and rhetorical effects are achieved by writers' linguistic choices. Students will enter an intellectual dialogue in their writing through the use of evaluated and cited sources of research, and students will learn to write with an emphasis on and a demonstrated understanding of content, purpose, and audience.

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**CAHSEE PREP ELA – CCH8014**

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**UC APPROVED (ucb, cg, credits)**

This course is designed to prepare students to be proficient on the CAHSEE English Language Arts (ELA) exam. Students will engage in a data-driven sequence of review ELA standards in order to strengthen their knowledge of fundamentals as needed. After the CAHSEE exam in spring, the course will transition to support students in grade-level ELA standards

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**ENGLISH 9 – CCH1002**

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**UC APPROVED (ucb, credits)**

This course introduces ninth-grade students to critical analysis of literature through group discussion, written responses, and essay writing. Correct grammar, punctuation, and language usage are emphasized. The course curriculum and assessments are designed to prepare students for higher level English courses. Students will read texts covering a variety of genres and will analyze recurrent patterns and themes in historically or culturally significant works. Students read selected short stories, news articles, analytical essays, poems, biographies, plays, speeches and novels. Students will gain skills

necessary for competent writing and reading by focusing on the mechanics of language, vocabulary development and directed reading and writing. They will complete a variety of writing activities, including narrative, expository, persuasive, informational, and descriptive writing that demonstrate research, organization, drafting, and revision.

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**ENGLISH 10 – CCH1003**

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**UC APPROVED (ucb, cg, credits)**

Tenth Grade English is a rigorous course designed to continue preparation for college. Students will read and compare a variety of full-length works including novels, dramas, poetry, essays, short stories, and nonfiction pieces. Literature assignments focus on the further development of comprehension and fluency, as well as analysis of literary devices, themes, and critical thinking. Students continue to develop their language skills through the study of grammar and syntax, vocabulary development, listening and speaking, and regular writing practice. A research project is required using the MLA format. Other writings include autobiographical, reflective, analytical, persuasive, cause and effect, compare and contrast, and expository essays. Preparation for the CAHSEE is part of the curriculum.

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**ENGLISH 11 – CCH1004**

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**UC APPROVED (ucb, cg, credits)**

English 11 reflects the four strands of the California English Language Arts Framework, with particular emphasis on writing. Students will focus on developing a variety of strategies in writing effective essays. Practice in a process approach to writing will continue. The student, as speaker and writer, will observe and address issues of both personal and social interest. The student's voice will progress from the personal to one that explores and analyzes multiple points of view in order to advocate and communicate a position through writing. Students will read a variety of literature, with an emphasis on nonfiction, presenting writers who use their craft to explain, analyze, and entertain. Writing for a variety of purposes and audiences, students will be instructed in a range of rhetorical techniques to enable them to express ideas with precision, force and artistry. As a result, students will not only be individuals who have something to say, but individuals who have learned a process that will enable them to discover in language what they think, feel, and value.

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## ENGLISH 12 – CCH1006

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

English 12 is a year-long, college-preparatory course designed to help students become more effective thinkers, communicators and writers. The course exposes students to a variety of texts including essays, articles, letters, autobiographies, speeches, graphics, images and imaginative literature in order to deepen students' awareness of the interaction among authorial intent, rhetorical strategy, audience, purpose and effectiveness. Students are expected to write extensively and for a variety of purposes. The course aims to prepare students for college-level grade work.

## TEXTUAL ANALYSIS AND ARGUMENTATION – CCH1005

### UC APPROVED (*ucb, credits*)

This course introduces students to persuasive essay composition in the context of both literary analysis and expository text. In this course students read a variety of texts from a critical perspective. Text

selections include past and current articles from *The New York Times*, political speeches, essays, documentary films, and memoirs as well as poetry and

fiction. Responding to text both verbally reading should make students aware of the interactions among a writer's purposes, audience expectations, and subjects as well as the way generic conventions and the resources of language contribute to effectiveness in writing. Students will be active participants in their reading and writing in order to deepen their awareness of rhetoric and how language works, and to understand how stylistic and rhetorical effects are achieved by writers' linguistic choices. Students will enter an intellectual dialogue in their writing through the use of evaluated and cited sources of research, and students will learn to write with an

emphasis on and a demonstrated understanding of content, purpose, and audience.

### CAHSEE PREP ELA – CCH8014

and in writing, students will cultivate a distinctive point of view and develop their ability with grammar, English usage, structure, and style. A strong emphasis on research throughout the course allows students to acquire the skills necessary to support persuasive arguments with primary and secondary evidence

# Mathematics

Course Title	Credit Type
Algebra I A/Algebra I B	UCC, Credits
Algebra II A/ Algebra II B	UCC, CG, Credits
AP Calculus AB- A/ AP Calculus AB- B	UCC, CG, Credits
Geometry A/ Geometry B	UCC, CG, Credits
Pre-Calculus w/ Trig A/ Pre-Calculus w/ Trig B	UCC, CG, Credits
Honors Pre-Calculus	UCC, CG, Credits
Probability and Stats A/Probability and Stats B	UCC, CG, Credits
Math Lab	Credits
CAHSEE Prep	Credits

## ALGEBRA 1 A – CCH2001

## ALGEBRA 1 B – CCH2002

### UC APPROVED (*ucc, credits*)

This is a first year algebra course in which students will learn to reason symbolically. The key content involves writing, solving, and graphing linear and quadratic equations, including systems of two linear equations in two unknowns. Quadratic equations are solved by factoring, completing the square, graphically, or by application of the quadratic formula. The course also includes study of monomial and polynomial expressions, inequalities, exponents, functions, rational expressions, ratio, and proportion. Algebraic skills are applied in a wide variety of problem-solving situations.

## ALGEBRA II A – CCH2003

## ALGEBRA II B – CCH2004

### UC APPROVED (*ucc, c, cg*)

This course will deepen students' knowledge and understanding of algebra. Students will work with linear, quadratic, exponential, logarithmic, and rational equations. They will also learn some probability and statistics. All of this will get them ready for the California State Test and will prepare them for the next level of math and get them ready for college.

## HONORS PRE-CALCULUS WITH TRIGONOMETRY A – CCH2019

## HONORS PRE-CALCULUS WITH TRIGONOMETRY B – CCH2019

### UC APPROVED (*ucc, cg, credits*)

This is a 11th/12th grade preparatory course for students intending to take college level or AP Calculus. This year long course is based primarily on the California State Standards for Trigonometry and Mathematical Analyses. In addition, we will incorporate some probability and statistics, analytic geometry, limits and introduction to calculus in the course as well.

## AP CALCULUS A – CCH2005

## AP CALCULUS B – CCH2006

### UC APPROVED (*ucc, cg, credits*)

Calculus is a widely applied area of mathematics and involves a beautiful intrinsic theory. Students in this course will be exposed to both aspects of the subject. A.P. Calculus AB is a challenging and demanding college-level mathematics course organized around the themes of limits, derivatives, integrals, and applications & modeling. Within the context of these themes, the following topics are explored in depth: functions, graphs, and limits, continuity as a property of functions, the concept of a derivative, computation of derivatives, applied derivatives, techniques and applications of antidifferentiation, interpretations and properties of definite integrals, applications of integrals, fundamental Theorem of Calculus, and numerical approximations to definite integrals

## GEOMETRY A – CCH2007

## GEOMETRY B – CCH2008

### UC APPROVED (*ucc, cg, credits*)

Geometry is a part of mathematics concerned with questions of size, shape, relative position of figures, and the properties of space. Geometry is one of the oldest sciences, initially a body of practical knowledge concerning lengths, areas, and volumes. In this course students will learn the basic ideas and terms in Geometry such as the basic undefined terms, postulates and theorems and their applications and proofs, solving an application for the area, perimeter and volume of polygons and circles in plane and solids.

## PRE-CALCULUS WITH TRIGONOMETRY A – CCH2010

## PRE-CALCULUS WITH TRIGONOMETRY B – CCH2011

### UC APPROVED (*ucc, cg, credits*)

This course will introduce students to Trigonometry, as well as higher level concepts with equations. Students will need to have a strong foundation of the

basic arithmetic functions: adding, subtracting, multiplying and dividing in order to be successful.

**PROBABILITY AND STATISTICS A – CCH20012**  
**PROBABILITY AND STATISTICS B – CCH2013**

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**UC APPROVED** (*ucc, cg, credits*)

This course will introduce students to Statistics, as well as higher level concepts with probability and algebra. Students will need to have a strong foundation of the basic arithmetic functions: adding, subtracting, multiplying and dividing in order to be successful.

**MATH LAB – CCH2015**

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(*credits*)

Math Lab is designed as a companion to the Algebra I and II courses in which students are provided instruction and practice in prerequisite skills needed for success in Algebra I and II. The Math Lab teacher conducts daily planning in conjunction with the Algebra I teacher and the Algebra II teacher to successfully complement the scope and sequence of those courses.

**CAHSEE PREP - CCH**

(*credits*)

This course is designed to prepare students to be proficient on the CAHSEE Math exam. Students will engage in a data-driven sequence of review Math standards in order to strengthen their knowledge of fundamentals as needed. After the CAHSEE exam in Spring, the course will transition to support students in standards from their current math courses.

## Science

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Course Title	Credit Type
Anatomy	UCD,CG,Credits
AP Biology	UCD,CG,Credits
AP Environmental Science	UCD,CG, Credits
Biology	UCD,CG, Credits
Chemistry	UCD,CG, Credits
Physics	UCD,CG, Credits

**ANATOMY – CCH3001**

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**UC APPROVED** (*ucd, cg, credits*)

This course covers the basics of human anatomy and physiology including anatomical terminology, basic biochemistry, cells and tissues, and the integumentary, skeletal, muscular, nervous, endocrine, cardiovascular, lymphatic/immune, respiratory, digestive, urinary, and reproductive systems. Through lab work, the student will have the opportunity to develop science skills such as: asking meaningful questions, conducting careful investigations, designing experiments, making observations, recording data, and formulating explanations using logic and evidence. Students will be prepared to take the Life Science CST. In addition, students will have the opportunity to further develop their reading and writing skills.

**AP BIOLOGY – CCH3007**

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**UC APPROVED** (*ucd, cg, credits*)

Advanced Placement Biology is designed to be the equivalent of a college introductory biology course taken by first-year biology majors. AP Biology differs significantly from introductory high school biology with respect to the type of textbook used, the range and depth of topics covered, the type of laboratory work, and the time and effort required by students in order to succeed in this course. The course is taught according to the topic outline provided by the College Board. The following four big ideas of biology will be emphasized: (1) The process of evolution drives the diversity and unity of life, (2) Biological systems

**AP BIOLOGY – (cont.)**

utilize energy and molecular building blocks to grow, reproduce, and maintain homeostasis, (3) Living systems retrieve, transmit, and respond to information essential to life processes, and (4) Biological systems interact, and these interactions possess complex properties. In addition, students will perform science practices that follow the concept outline of the College Board framework to capture important aspects of the work that scientists engage in.

**AP ENVIRONMENTAL SCIENCE – CCH3002**

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**UC APPROVED** (*ucd, cg, credits*)

The goal of the AP Environmental Science course is to provide students with the scientific principles, concepts, and methodologies required to understand the interrelationships of the natural world, to identify and analyze environmental problems (both natural and human-made), to evaluate the relative risks associated with these problems, and to examine alternative solutions for resolving and/or preventing them. In addition, it is a course goal to inspire students to become lifelong learners and thoughtful citizens who appreciate the beauty and complexity of the world around them.

## **BIOLOGY – CCH3003**

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### ***UC APPROVED (ucd, cg, credits)***

In this course students will meet the California State Standards for biology. Through lab work, the student will have the opportunity to develop science skills such as: asking meaningful questions, conducting careful investigations, designing experiments, making observations, recording data, and formulating explanations using logic and evidence. Students will be prepared to take the Biology and Life Science CSTs. In addition, students will have the opportunity to further develop their reading and writing skills.

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## **CHEMISTRY – CCH3004**

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### ***UC APPROVED (ucd, cg, credits)***

Chemistry is the study of matter and the changes it undergoes. In this course students will learn about atomic structure, chemical bonds, stoichiometry, gases, acids and bases, solutions, thermodynamics, reaction rates, equilibrium, organic and biochemistry, nuclear processes, and laboratory skills.

## **PHYSICS – CCH3006**

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### ***UC APPROVED (ucd, d, cg)***

Physics is a two semester course that introduces the basic concepts of physics. Broad topics to be covered in this course include mechanics (motion and its causes), heat, electricity and magnetism, and wave phenomena (sound and light).

# **Foreign Language**

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<b>Course Title</b>	<b>Credit Type</b>
AP Spanish Language	UCE, CG, Credits
AP Spanish Literature	UCE, CG, Credits
Spanish I	UCE, CG, Credits
Spanish II	UCE, CG, Credits
Spanish I Non-Native	UCE, CG, Credits
Spanish II Non-Native	UCE, CG, Credits

## **AP SPANISH LANGUAGE – CCH7001**

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### ***UC APPROVED (uce, cg, credits)***

The Advanced Placement Spanish Language course is equivalent to a third year college level course. Therefore, the class is conducted in Spanish only. Students have the opportunity to continue improving their language skills in order to understand, to communicate, to read, and to write formal and informal Spanish. The AP Spanish class uses different tools and materials necessary to meet class standards and the AP exam requirements. We utilize the textbooks “Abriendo Paso Gramatica” and “Abriendo Paso Lectura”, “Nuevas Vistas Dos” and authentic resources as supplemental material. Students are graded using a variety of assessments tools which encourage them to evaluate and analyze their progress of the target language. The Assessment Tools are composed of vocabulary, short written summaries, class readings, recordings, essays, projects, presentations, a midterm, AP Practice Exams, and the final exam.

## **AP SPANISH LITERATURE – CCH7002**

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### ***UC APPROVED (uce, cg, credits)***

The Advanced Placement Spanish Literature class is equivalent to a college level course where students have the opportunity to study major Peninsular and Latin American authors and their writings. The approach to the various literary pieces is interpretive, analytical, comparative, and critical from a cultural, social and historical point of view. This study is in chronological order which starts from the Medieval and Golden Age, continuing to the 19<sup>th</sup> Century and concluding in the 20<sup>th</sup> Century. This course covers all required readings in the AP Spanish Literature list designated by the College Board. All students in class have taken and passed the AP Spanish Language Exam but there will be some exceptions on a case by case basis. The AP Spanish Literature class uses different tools and materials necessary to meet the class

expectations and the AP Exam requirements. We utilize the textbooks “Abriendo Puertas Tomo I and Tomo II” and authentic resources as supplemental materials. We also refer to “Nuevas Vistas Uno y Dos” when necessary in order to review students’ prior knowledge. I use “Momentos Cumbres de las literaturas hispanicas” and “Aproximaciones” to extend the students’ learning experience. The course introduces each literary movement from a cultural, historical and social perspective according to time and period.

## **SPANISH I – CCH7003**

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### ***UC APPROVED (uce, cg, credits)***

Spanish I is a LOTE year 3 course intended to extend students’ facility in the major skills. Reading receives increasing attention, although continuing emphasis is placed on developing the ability to speak with fluency and accuracy. This course addresses the five proficiencies: reading, writing, speaking, listening, and culture in the context of the five “C’s” of World Language education: Communication, Cultures, Connections, Comparisons, and Communities.

## **SPANISH II CCH7004**

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### ***UC APPROVED (uce, cg, credits)***

Spanish II is a LOTE year 4 course emphasizing composition, grammar and reading skills. Specific content areas are the advanced study of grammar, vocabulary, speaking and writing skills. This course addresses the five proficiencies: reading, writing, speaking, listening, and culture in the context of the five “C’s” of World Language education: Communication, Cultures, Connections, Comparisons, and Communities.

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## SPANISH I NON-NATIVE – CCH7005

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### **UC APPROVED** (*uce, cg, credits*)

Spanish I Non-Native teaches students to greet people, describe family and friends, talk about hobbies, and communicate about other topics, such as home life, occupations, travel, and medicine. Instruction in language structure and grammar includes the structures and uses of

present-tense verb forms, imperatives, adjective agreement, impersonal constructions, formal and informal address, and reflexive verbs. Students explore words used in different Spanish-speaking regions and learn about the cultures of Spanish-speaking countries and regions within and outside Europe.

## SPANISH II NON-NATIVE – CCH7006

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### **UC APPROVED** (*uce, cg, credits*)

Building on Spanish I Non-Native concepts, Spanish II students learn to communicate more confidently about themselves, as well as about topics beyond their own lives – both in formal and informal situations. Students expand their vocabulary in topics such as cooking, ecology, geography, and architecture. Instruction in language structure and grammar includes a review of present-tense verb forms, an introduction to the past tense, the conditional mood, imperatives, impersonal constructions, and reported speech. Students deepen their knowledge of Spanish-speaking regions and cultures by learning about history, literature, culture, and contemporary issues.

# Visual and Performing Arts

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Course Title	Credit Type
Advanced Concert Band	UCF, CG, Credits
AP Studio Art	UCF, CG, Credits
Art I	UCF, Credits
Art II	UCF, CG, Credits
Instrumental Music	UCF, Credits
Music Appreciation	UCF, Credits

## ADVANCED CONCERT BAND – CCH6001

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### **UC APPROVED** (*ucf, cg, credits*)

This is an advanced course that improves techniques for playing musical instruments that develops musicianship skills for reading music, improvising, and composition/arranging. Students will explore a variety of musical genres embracing a multicultural society. Concert preparation and musical performances are included.

## AP STUDIO ART – CCH6002

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### **UC APPROVED** (*ucf, cg, credits*)

The AP Studio Art course is designed for students who are seriously interested in the practical experience of art and wish to develop mastery in the concept, composition and execution of their ideas. AP Studio Art is not based on a written exam. The students' portfolio is evidence of an authentic understanding of the principles of design (unity/variety, balance, emphasis, contrast, rhythm, repetition, proportion/scale, figure/ground relationships) and the elements of art (line, shape, color, value, texture and space) and how these formal elements contribute to the success of an artwork. In the art making process, students will be able to articulate their concepts through written reflection and classroom critiques enabling students to analyze their own artwork as well as their peers.

## ART I – CCH6003

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### **UC APPROVED** (*ucf, credits*)

Art I will focus on studio work where students will be develop both skills in drawing and painting. In doing so, students will begin to see the world through the eyes of an artist. Students will be introduced to many art works from different time periods and cultures. By the end of the year, students will have the vocabulary to talk about art and a working knowledge of the aesthetics of art to appreciate it.

## ART II – CCH6004

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### **UC APPROVED** (*ucf, cg, credits*)

Art II will focus on studio work where students will be continuing to develop both skills in drawing and painting. In doing so, students will begin to find their own creative voice as an artist. Students will continue to follow the art process of *thumbnails, revision and critique*. Throughout the year, students will be using a sketchbook and creating artwork that will go into their final portfolio and be shown in exhibits.

Students will be introduced to many art works from different time periods and cultures. By the end of the year, students will have the vocabulary to talk about art and a working knowledge of the aesthetics of art to appreciate it.

## INSTRUMENTAL MUSIC – CCH6006

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### **UC APPROVED** (*ucf, credits*)

Instrumental Music is an introductory course that teaches techniques for playing musical instruments that develops musicianship skills for reading music notation and scores. Students will explore a variety of musical genres embracing a multicultural society. Concert preparation and musical performances are included.

## MUSIC APPRECIATION – CCH6007

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### **UC APPROVED** (*ucf, credits*)

Music Appreciation is a yearlong non-performance course where students will be able to read basic music, improve their writing skills, and become aware of many styles of music that exist in today's pop culture under the scope of various roles found in the music industry. We will start off with latin dance music and move into the current music genres that are pushing the boundaries in popular and underground music. Students will trace the roots of these styles and backtrack all year long, covering Techno, Rock, Hip-Hop, Soul/R&B, Jazz, Salsa, Reggae, Classical, African and other international music while researching folkloric and modern music cultures. By the end of the year, students will be able to integrate musical understanding into other academic disciplines and careers.

# College Prep Electives

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Course Title	Credit Type
Anthropology	UCG, CG, Credits
Economics	UCG, CG, Credits
Sociology	UCG, CG, Credits
Shakespeare	UCG, CG, Credits
Poetry and Poetics	UCG, CG Credits

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## ANTHROPOLOGY – CCH5001

### *UC APPROVED (ucg, cg, credits)*

Anthropology is the examination of what it means to be human. Students will examine various facets of the belief systems and traditions of other societies. After trying to understand other cultures on their own terms, students will examine the question of how judgmental we should be about other cultures and ways of life. The course will also examine how the understanding of those cultures should shape the perspectives and policies of members of government that seek to influence or change the life ways of people in other regions of the world. On completing the course, students have a broad understanding of both what people have in common and the vast variety of social and cultural institutions, and comprehension of the ways in which cultures interact and change over time.

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## SHAKESPEARE –CCH1015

### *UC APPROVED (ucg, cg, credits)*

This course is an in-depth introduction to Shakespeare's plays beyond what students will encounter in the traditional English course sequence. Using the Common Core State Standards as a guide for literary analysis, students will dive into Shakespearean language and themes, tracing the development of identity, love, religion, and family throughout three pre-selected plays and a fourth play chosen by the students in the class.

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## ECONOMICS – CCH5002

### *UC APPROVED (ucg, cg, credits)*

In this course, students will conduct a comprehensive study of the basic institutions, concepts, principles, and practices of economics. The course focuses on economic concepts that underlie the United States market system and its operations. Major themes include current issues facing local, state, and national governments, international issues, micro and macro economics, and the impact of economics on individuals. Students will utilize the tools of economics, including index numbers, ratios, percentages, graphs, charts, and tables. Students will analyze the interrelationships between different economic variables.

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## SOCIOLOGY – CCH5007

### *UC APPROVED (ucg, cg, credits)*

Students of Sociology engage in an exploration of that social science devoted to studying people and their life in groups. In this course students will examine how people behave in groups and how group interaction shapes both individual and group behaviors. They will analyze the rules, organizations, and values systems that enable people to live together. Students will have a better understanding of their contribution as individuals to the larger group, whether it is their family, community, social network, country, etc. They will analyze the importance of group interactions as it relates to how society works as a whole. They will identify how religion, gender, age, race, culture, socio-economic status, etc., contributes to their behavior and the behavior of those they interact with.

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## POETRY AND POETICS –CCH1014

### *UC APPROVED (ucg, cg, credits)*

This course introduces students to modern and contemporary poetry by exploring the ways that an author's choices with regard to poetic form and structure connect to the author's purpose and themes of a work. Using the Common Core State Standards as a guide for literary analysis, students will use the lens of poetry to explore questions of individual identity and the role of the individual within the context of the larger human and natural world.

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# Other Non-Core Elective Courses

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Course Title	Credit Type
Leadership	Credits
Peer College Scholars	Credits
Teacher Assistant	Credits
Yearbook	Credits
Internship/Transition	Credits
Physical Education	Credits

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## **ADVISORY – CCH8012**

### **(Credits)**

Advisory is a course designed to support student social/emotional growth, provide a faculty advisor, support academic skills and achievement, disseminate post-secondary information, and develop college and career-ready skills and dispositions.

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## **LEADERSHIP – CCH8002**

### **(Credits)**

Leadership is a yearlong course where students are able to explore the realm of school leadership through identity & community development and events & project management. Students create, oversee and execute school-wide events and measure goals to increase school-wide investment in events, increase student advocacy and awareness and increase student's levels of organization, planning and analysis. By the end of the year, students will be able to articulate and demonstrate their individual contributions to our school community while defining the necessary leadership skills in the communities they serve, especially in communities of color, throughout their personal and professional lives.

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## **PEER COLLEGE SCHOLARS – CCH8003**

### **(Credits)**

The course will provide an exploration of the theory and practice of Peer College tutoring and training in the knowledge and fundamental skills useful to tutor in various college and academic settings. Through readings, small group lectures, discussions, group work, and activities, students will be introduced to the academic and personal skills that characterize an effective tutor. The course will provide an introduction to guide and assist students in developing appropriate applications for leadership and to create a college bound culture on campus.

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## **PHYSICAL EDUCATION – CCH4006**

### **(Credits)**

This course will follow the California Model Content Standards for Physical Education. Students in this course will learn human anatomy and kinesiology, how to make healthy choices, and how to effectively exercise for life-long health and fitness. This course will provide a safe, challenging, and enjoyable experience for students to develop positive and responsible athletic and social behaviors.

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## **TEACHER ASSISTANT – CCH8005**

### **(Credits)**

Teachers Assistant provides students the opportunity to develop skills and behaviors essential for employment, with emphasis on careers in education. Teacher Assistants work under the direction and supervision of the assigned classroom teacher.

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**Textbooks currently adopted for use at PUC Community Charter Early College High School –**  
(Although the curriculum is not textbook-based, these books are used as resources by teachers and students).

**Arts:**

*Art In Focus*

Glencoe/McGraw-Hill  
4th Edition  
Gene Mittler,

*Essential Elements 2000*

Hal-Leonard  
Lautzenheiser, T.

**Foreign Language:**

*!Ven Conmigo! Nuevas vistas*

Holt, Rinehart and Winston  
Level one advanced  
Author: Barbara Kristof

*!En español! Dos*

McDougal Littell  
Gahala, Carlin, Heining-Boyton, Otheguy, Rupert

*Abriendo Puertas Tomo I y Tomo II*

McDougal Littell/ Nextext,  
2003.

*AP Language Preparation Student Workbook*

Holt, Rinehart and Winston  
2007

*Abriendo Paso Gramatica and*

*Abriendo Paso Lectura*

Pearson/ Prentice Hall

2007

Diaz, Jose M., Nadel, Maria and Collinns, Stephen J.

*Momentos Cumbres de las literaturas hispanicas.* Upper Saddle River, NJ: Pearson, Prentice Hall, 2004.

*Aproximaciones.*

Boston: McGraw-Hill College, 1999

*Nuevas Vistas Dos*

Holt, Rinehart and Winston

2006.

**Mathematics:**

*Geometry*

McDougal Littell

2004

Larson et al

*Calculus Concepts and Calculators*

Second Edition

Venture Publishing

*Algebra 1*

McDougal Littell

Larson, Boswell, Kanold, Stiff

*Algebra 2*

McDougal Littell

Larson, Boswell, Kanold, and Stiff

*Trigonometry*

Fifth Edition

Thomson

Charles McKeague and Mark Turner

**Science:**

*Chemistry*

Prentice Hall

2005

Wilbraham, Stanley, Matta, Waterman

*Essentials of Anatomy and Physiology*, Marieb, Prentice Hall, 4<sup>th</sup> ed., 2009

*Prentice Hall Biology*

Pearson Prentice Hall

2006

Miller, Kenneth R.

Levine, Joseph S.

*Physics: Principles and Problems*

Prentice Hall

2004

Giancoli

*Environmental Science for AP*

W.H. Freeman and Company/BFW

2012

Authors: Friedland & Relyea

**Social Sciences:**

*World History: Modern Times*

Glencoe - McGraw Hill

California Edition

CCMS = Excellence

Excellence = Tradition

Tradition of Excellence = CCMS

Spielvogel

*Western Civilization Since 1300*

Glencoe - McGraw Hill

7th Edition

Spielvogel

*American Government*

Magruder's - Pearson/Prentice Hall

California 2006

McClenaghan, William A.

*Call to Freedom: 1865 to the Present*

Hold Rinehart Winston

2003

*U.S. History Program*

Teacher Curriculum Institute

*The American Pageant*

15th Edition

David Kennedy/Lizabeth Cohen

Wadsworth Publishing

2012

<b>High School Graduation Requirements PUC CCECHS Graduation Paths</b>				
<b>Description</b>	<b>PUC Graduation Requirement</b> <i>Students earning this diploma are eligible for a 4- year college/university</i>	<b>CA State Minimum High School Requirements</b> <i>*Students earning this diploma not eligible for a 4- year college/university</i>	<b>Certificate of Completion</b> <i>*Students earning this certificate not eligible for a 4- year college/university.</i>	<b>SPECIFICS</b>
A. History/Social Science	<b>30</b>	<b>30</b>	<b>**SEE CDE Ed. Code Reqs. Below</b>	World, US & Government/Econ
B. English	<b>40</b>	<b>30</b>	<b>** per IEP</b>	9 <sup>th</sup> -12 <sup>th</sup>
C. Math	<b>30</b>	<b>20</b>	<b>** per IEP</b>	Algebra 1, Alg. 2 & Geometry
D. Lab Science	<b>30</b>	<b>20</b>	<b>** per IEP</b>	Biology & Chemistry
E. Foreign Language	<b>20</b>	<b>20</b>	<b>** per IEP</b>	Same language for two years
F. VPA	<b>10</b>	<b>10</b>	<b>** per IEP</b>	Same VPA for two semesters (1yr. per UCs)
G. College Prep Elective	<b>10</b>	<b>10</b>	<b>** per IEP</b>	
Physical Education	<b>10</b>	<b>20</b>	<b>** per IEP</b>	
OTHER – Advisory, CAHSEE Prep Class or Electives	<b>40</b>	<b>30</b>	<b>** per IEP</b>	
<b>Total Required Credits</b>	<b>220</b>	<b>200</b>	<b>** per IEP</b>	
Test Requirements	<b>N/A</b>	<b>N/A</b>	<b>** per IEP</b>	
Community Service	<b>40 Hours</b>	<b>40 Hours</b>	<b>** per IEP</b>	
Apply to college	--	--	<b>** per IEP</b>	
Apply to FAFSA (if eligible)	--	--	<b>** per IEP</b>	
Students who complete the community service and other requirements along with the required course work of 220 credits will graduate with an <b>Exemplary Status Diploma.</b>				
Students may participate in graduation ceremony with <b>210 credits</b> along with meeting all the test requirements.				

CA State minimum Graduation Requirements - This option is available to students eligible for special education services and must be written into the student's IEP prior to the first day of the student's senior year. California graduation requirements (Section 5.1225.3) states that all pupils receiving a diploma of graduation from high school must complete all of the following in grades 9-12, inclusive:

- Three courses in English
- Two courses in Mathematics, including one year of Algebra I
- Three course in Social Studies, including US History & World History, and one –semester course in American Government and Civics, and one-semester course in Economics
- One course in visual or performing arts OR Foreign Language
- Two course in physical education, unless the pupil has been exempted pursuant to the provisions of Education Code Section 51241.

Certificate Of Completion – If a student with disabilities does not meet all state and local requirements for earning a high school diploma, including passing the California High School Exit Exam (CAHSEE), then the local educational agency may award the student a certificate of completion. (*EC* Section 56390). A student qualifying for special education services who has satisfied any of the following three requirements may be awarded a special education certificate of completion:

1. Satisfactory completion of 220 credits of a prescribed alternative course of study as identified on the student's IEP; OR
2. Satisfactory achievement of the student's IEP goals and objectives during high school as determined by the IEP team; OR
3. Satisfactory high school attendance, participation in the instruction prescribed in the student's IEP, and achievement of the objectives of the statement of transition services.

### **High School Accreditation**

CCECHS received a full accreditation from the Western Association of Schools and Colleges expiring in June 30, 2015. In the spring of 2015 our school will be visited again and looks forward to another accreditation. Training modules are planned and staff development on Wednesdays will be dedicated to achieving WASC goals both this year and next. Our School Success Plan is aligned with WASC goals. Additionally, the current principal is a long-standing WASC chair and familiar with the process.

### **Transferability of High School Courses**

PUC CCECHS is WASC accredited, meeting the level of quality, in accordance with established, research-based WASC criteria, making our school's courses transferable to other high schools and colleges.

In addition, PUC CCECHS courses used to satisfy the University of California and California State University's "a-g" subject requirements are certified by UC and appear on the school's UC Doorways "a-g" course list. Approved "a-g" courses are academically challenging, involving substantial reading, writing, problems and laboratory work (as appropriate), and show serious attention to analytical thinking, factual content and developing students' oral and listening skills.

This information is shared with parents through the following:

- a) START OF SCHOOL YEAR - Student Handbook is distributed to parents in English and/or Spanish
- b) YEAR ROUND - Upon enrollment of a new student, a student handbook is distributed to parents in

CCMS = Excellence

Excellence = Tradition

Tradition of Excellence = CCMS

English and/or Spanish

- c) QUARTERLY - Progress reports are distributed to students and parents
- d) Ongoing – Monthly family meeting reviews school and curricular requirements as needed. Individual meetings with parents are held as needed to support student’s success.

### High School Academic Calendar

High School CCECHS	Dates
First Day of Instruction	August 19, 2014
S1 Ends	December 19, 2014
S2 Begins	January 12, 2015
Last Day of Instruction	June 12, 2015
Labor Day	September 1, 2014
PUC Kick Off	September 2, 2014
School Site PD (Retreat)	October 10, 2014
School Site PD (Design Your Own)	October 13, 2014
PUC Wide Common Core	October 27, 2014
Veterans Day	November 10, 2014
Thanksgiving	November 22 - 28, 2014
Winter Recess	December 22, 2014 – January 12, 2015
School site PD Data	January 13, 2015
Martin Luther King Holiday	January 19, 2015
School Site PD (Design Your Own)	February 10, 2015
Presidents Day	February 16, 2015
PUC Community of Practice	February 17, 2015
School site PD Data	March 26, 2015
PUC Wide Common Core	March 27, 2015
Spring Recess	March 30 – April 3, 2015
School Site PD (Retreat, CST Kick Off)	April 24, 201
<b>PUC Day of Service</b>	
Memorial Day	May 25, 2015

# High School Daily Schedules

PUC CCECHS Sample Matrix								
Room	Advisory	Period 1	Period 2	Period 3	Period 4	SSR	Period 5	Period 6
115	12	Gov./Econ. 12	Planning	Gov./Econ. 12	Gov./Econ.12	115	Anthro./Soc. 11/12	Anthro./Soc. 12
114	11	AP US Hist 11	US Hist 11	US Hist 11	US Hist 11	X	Planning	
210	10	W. Hist 10	W. Hist 10	W. Hist 10	W. Hist 10	210	AP Euro 10	Planning
129	12	Eng. 12	Eng. 12	Eng. 12	Eng. 12	129	AP Eng (12)	Planning
204	11	Eng 11	Eng 11	Eng 11	AP Eng (11)	204	Eng 11	Planning
205	10	Eng 10	Eng 10	Eng 10	Planning	205	Eng 10	Eng 10
214	9	Planning	Eng 9	Eng 9	Eng 9	214	CAHSEE ELA 10 Eng Elect. 11	Eng 9 ELA 9 (ONLY)
206	9	Text. Anal. 9	Text Anal. 9	Planning	Text Anal. 9	206		
213	12	H. Pre-Calc. 11	AP Calc 12	H. Pre-Calc. 11	Pre-Calc. 11/12	X	Planning	Pre-Calc. 12
T	X	Planning	Math Lab I - 128			114	Math Lab II -114 9	Math Lab II- 114 9
T	128	Geometry 214 10	Statistics - 115	Planning	Geometry- 205 (11-20)	213	Geometry - 213 10	Geometry- 212 10
211	10	Planning	Alg II 9	Alg II 9	Alg II 9	211	Alg II 9	Alg II 10 20
212	9	Alg I 9	Geometry	CAHSEE Prep M 10	CAHSEE Prep M 10	212	Alg I 9	Planning
125	9	Biology 9	Biology 9	Biology 9	Biology 9	X	Planning	AP Bio 10
127	11	Physics 12	Chemistry 11	Chemistry 11	Planning	127	Chemistry 11	Chemistry 11
201	12	Planning	Environ. 11/12	Environ. 11/12	Environmental 12	201	APES 12	APES (11)
128	10	Anat./Phys. 10	Planning	Anat./Phys. 10	Anat./Phys. 10	128	Anat./Phys. 10	Anat./Phys. 10
203	11	SPII 11	SPII 11	AP Lit 12	AP Lang 12/11	X	Planning	AP Lang 11/12
202	10	SPI 10	SPI 10	SPI 10	NNI 10	202	NNI 10	NN2 11/12
124	11	Art I 9	Art I 9	Planning	Art II 10/11	124	Art 2 10/11	AP Studio Art 11/12
LCA118	9	Inst Music 9	Ins Music 9	Music App. 9	Planning	LCA118	Intr. Band 9-12	Adv. Band 9-12
T	X	PE 201 9	Planning	PE -206 9	PE - 127 9	125	PE -125 9	PE - 204 9
T						X	PE - 202 9	Dance 129 11/9

## High School Instructional Minutes

Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Number of [Other] Days	Number of Instr. Minutes Per [Other] Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/Below State Req't.
9	Select Y/N	136	400	36	340	4	242	176	64800	67608	2808
10	Select Y/N	136	400	36	340	4	242	176	64800	67608	2808
11	Select Y/N	136	400	36	340	4	242	176	64800	67608	2808
12	Select Y/N	136	400	36	340	4	242	176	64800	67608	2808

### High School Typical Day

A visitor to our school will find evidence of the PUC Three Commitments embedded in classroom instruction, school culture, and student dispositions.

On a typical day, students arrive in their advisory classes by 8:20am, all wearing the PUC CCECHS logo uniform. There, students have breakfast and teachers take attendance. Phone calls are made to parents of students marked absent for the day. Daily announcements inform students of upcoming college visits, student activities, athletics news, and more. After announcements, advisors engage their students in a brief lesson or provide a structured study hall while they conduct one-on-one grade check conversations with advisees. Once each week the advisory classes engage in a Community Circle on a topic relevant to current programming in advisory. The advisory teacher serves as an additional adult connection on campus to ensure that no students “fall through the cracks” academically, socially, or emotionally.

Following advisory, students will begin their first period classes. The school day is based on a traditional schedule with six full classes and additional time for advisory and Sustained Silent Reading (SSR). Visitors to the school will notice common instructional practices across classes, such as a warm up or do now designed to prepare students for the day’s lesson, frequent formative assessment by teachers, school-wide approaches to reading and writing, and students reflecting on their learning. Observers will note how lessons are tailored to strategic objectives, infused with literacy, and scaffolded toward college readiness. Students are able to explain what they are learning and how they will apply their learning. When asked, students can articulate the criteria for success in their work.

During nutrition and lunch breaks, teachers are busy leading study sessions or conferencing with students. Club meetings, community service projects, and school spirit activities may be occurring on any given day during these times.

A sustained silent reading program follows lunch on four out of five days. At this time, students read books and periodicals of their choice, with encouragement from their English Language Arts teachers who guide students based on interest and lexile level.

A friendly and professional staff and administration will be found actively supporting students, teachers, and parents. Observers will note an abiding love and respect for students among the adults on campus.

After school, PUC CCECHS is brimming with activity. Students move quickly into their sports, arts, and other enrichment activities. Tutoring and AP Study Sessions provide critical academic support. Homework club offers a quiet environment with computers available for students to remain on campus and complete assignments. The College Center may be active with students completing college applications or registering for exams. The school day frequently extends into athletic events, fundraisers, parent nights, performances, or student activities.

On a typical day, visitors to campus will be most impressed by the positive school culture, college focus, and high quality instruction at PUC CCECHS.

**c. Element 2: Measurable Pupil Outcomes. Element 3 - Method by which Pupil Progress Toward Outcomes will be Measured:**

**Requirements of California Education Code § 47605(b)(5)(A)(ii), to be added or changed include:**

<b><u>STATE PRIORITY #4— STUDENT ACHIEVEMENT</u></b>	
<i>Pupil achievement, as measured by all of the following, as applicable:</i>	
<ul style="list-style-type: none"> <li><i>A. CA Measurement of Academic Progress and Performance on statewide assessment</i></li> <li><i>B. The Academic Performance Index (API)</i></li> <li><i>C. Percentage of pupils who are college and career ready</i></li> <li><i>D. Percentage of ELs who make progress toward English language proficiency as measured by the California English Language Development Test (CELDT) and/or English Language Proficiency Assessment for California (ELPAC)</i></li> <li><i>E. EL reclassification rate</i></li> <li><i>F. Percentage of pupils who have passed an AP exam with a score of 3 or higher</i></li> <li><i>G. Percentage of pupils who participate in and demonstrate college preparedness pursuant to the Early Assessment Program (E.C. §99300 et seq.) or any subsequent assessment of college preparedness</i></li> </ul>	
<b>SUB-PRIORITY C – COLLEGE AND CAREER READY</b>	
<b>GOAL TO ACHIEVE SUB-PRIORITY</b>	Students are on track to be college and career ready based on ACT
<b>ACTIONS TO</b>	All 11 <sup>th</sup> and 12 <sup>th</sup> grade students will take the ACT. PUC will utilize Plan

<b>ACHIEVE GOAL</b>	and Explore to assess in 9 <sup>th</sup> and 10 <sup>th</sup> grade and help prepare students for achievement on ACT. School will utilize diagnostics to support students.
<b>MEASURABLE OUTCOME</b>	10% of students will score $\geq 22$ (as per CSU / UC College Ready Standard defined in EAP Program)
<b>BASELINE PERFORMANCE LEVEL</b>	7.5% scored at $\geq 22$ (2012 – 13)
<b>METHODS OF MEASUREMENT</b>	ACT Exam Reports
<b>GRADE LEVELS NOT APPLICABLE</b>	
<b>SUB-PRIORITY E – EL RECLASSIFICATION RATES</b>	
<b>GOAL TO ACHIEVE SUB-PRIORITY</b>	EL students will be reclassified as Fluent English Proficient annually
<b>ACTIONS TO ACHIEVE GOAL</b>	School will use ILP and cohort tracking system to develop and review 4 year goal for all incoming 9 <sup>th</sup> graders to achieve a cohort reclassification rate of 95% by beginning of 12 <sup>th</sup> grade. EL students will receive in-class instructional support which includes 1-on-1 teacher support; small group instruction; usage of SDAIE and ELD instructional strategies and extended day instruction as needed. Student data will be tracked and reviewed by Administrators and grade level teams. ILP's will be developed for each EL student.
<b>MEASURABLE OUTCOME</b>	9 <sup>th</sup> grade cohort will achieve a $\geq 55\%$ reclassification rate
<b>BASELINE PERFORMANCE LEVEL</b>	2012-13 8% Reclassification Rate (schoolwide)
<b>METHODS OF MEASUREMENT</b>	CELDT/ELPAC results, Reclassification documents, Internal PUC Data (PowerSchool data and Tableau Reports)
<b>SUB-PRIORITY F – AP EXAM PASSAGE RATE</b>	
<b>GOAL TO ACHIEVE SUB-PRIORITY</b>	Percentage of Advanced Placement (AP) students scoring a 3 or higher
<b>ACTIONS TO ACHIEVE GOAL</b>	Add AP courses only if teacher has been trained and is ready as per TDS and leader recommendation. AP courses to be approved by RD.
<b>MEASURABLE OUTCOME</b>	$\geq 60\%$ of students will score $\geq 3$ on AP exam
<b>BASELINE PERFORMANCE</b>	(2012-13) 60% of students who took an AP exam achieved a score $\geq 3$

<b>LEVEL</b>	
<b>METHODS OF MEASUREMENT</b>	AP data
<b>SUB-PRIORITY G – COLLEGE PREPAREDNESS/EAP</b>	
<b>GOAL TO ACHIEVE SUB-PRIORITY</b>	11 <sup>th</sup> grade students will either be conditionally ready or college ready as per the EAP English and Math exams
<b>ACTIONS TO ACHIEVE GOAL</b>	<p>Counselor will review EAP data prior to school year scheduling to ensure proper placement for those students who have achieved conditional status.</p> <p>All “conditionally ready” Math students will enroll in one of the following courses: Trigonometry and Math Analysis, Pre-Calculus, Calculus, AP Calculus, AP Statistics, or AP Physics.</p> <p>All “conditionally ready” English students will enroll in either AP English or Expository Reading &amp; Writing course in 12<sup>th</sup> grade.</p> <p>All courses will be A – G approved.</p>
<b>MEASURABLE OUTCOME</b>	≥ 50% of students will achieve a status of Conditionally Ready or College Ready in ELA & Math
<b>BASELINE PERFORMANCE LEVEL</b>	53% of 11 <sup>th</sup> graders who took both ELA & Math EAP - Conditionally Ready or College Ready in both ELA & Math (2012-13)
<b>METHODS OF MEASUREMENT</b>	EAP Exam or similar assessment and course placement
<b>STATE PRIORITY #5— STUDENT ENGAGEMENT</b>	
<p><i>Pupil engagement, as measured by all of the following, as applicable:</i></p> <ul style="list-style-type: none"> <li><i>A. School attendance rates</i></li> <li><i>B. Chronic absenteeism rates</i></li> <li><i>C. Middle school dropout rates (EC §52052.1(a)(3))</i></li> <li><i>D. High school dropout rates</i></li> <li><i>E. High school graduation rates</i></li> </ul>	
<b>SUB-PRIORITY A – STUDENT ATTENDANCE RATES</b>	
<b>GOAL TO ACHIEVE SUB-PRIORITY</b>	School will maintain a high Average Daily Attendance (ADA) rate
<b>ACTIONS TO ACHIEVE GOAL</b>	School will provide a safe, nurturing and engaging learning environment for all its students and families, including those of the various subgroups enrolled; Periodic attendance updates to families reminding them of the importance of in-school attendance as the primary way of learning and success.

<b>MEASURABLE OUTCOME</b>	ADA will be at least 96%
<b>BASELINE PERFORMANCE LEVEL</b>	94% (2012 – 13)
<b>METHODS OF MEASUREMENT</b>	Monthly, Quarterly, and Annual ADA reports
<b>SUB-PRIORITY D – HIGH SCHOOL DROPOUT RATES</b>	
<b>GOAL TO ACHIEVE SUB-PRIORITY</b>	School will retain and promote 9 <sup>th</sup> - 12 <sup>th</sup> grade students
<b>ACTIONS TO ACHIEVE GOAL</b>	School will offer an academically engaging learning environment for all; have a culture of high expectations and high support, a nurturing environment, and connected school community. Process will be in place for school to ensure students transferring are supported and immediately enrolled in a CA school. Process will be in place to review the students within the cohort to ensure proper accounting and placement.
<b>MEASURABLE OUTCOME</b>	School will achieve a $\leq 5\%$ Dropout Rate
<b>BASELINE PERFORMANCE LEVEL</b>	3% (2011-12)
<b>METHODS OF MEASUREMENT</b>	Student re-enrollment documentation as verified by our student information system and CALPADS. PowerSchool Reports.
<b>SUB-PRIORITY E – HIGH SCHOOL GRADUATION RATES</b>	
<b>GOAL TO ACHIEVE SUB-PRIORITY</b>	School will graduate students at a high rate.
<b>ACTIONS TO ACHIEVE GOAL</b>	School will offer an academically engaging learning environment for all; have a culture of high expectations and high support, a nurturing environment, and connected school community. Process will be in place for school to ensure students transferring are supported and immediately enrolled in a CA school. Process will be in place to review the students within the cohort to ensure proper accounting and placement.
<b>MEASURABLE OUTCOME</b>	School will achieve a $\geq 90\%$ cohort graduation rate
<b>BASELINE PERFORMANCE LEVEL</b>	97% (2011-12)

<b>METHODS OF MEASUREMENT</b>	PowerSchool Reports
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**High School Grading, Progress reporting, and Promotion/Retention**

Grading Policy – PUC CCECHS uses a standards-based grading approach. Standards-based grading is a way of grading students based on their ongoing cumulative mastery of the material. Students’ grades reflect their most current level of mastery. So, unlike a traditional grading system where every assignment’s score has an unchangeable influence on the final grade, SBG constantly reassesses student mastery of each standard, and old scores are constantly replaced with new scores. The rationale is simple, students should be rewarded for *mastering content*, even if that takes time, and past failures should just be learning experiences, used to guide students to targeted review. Mastery level is determined using a 5-point grading scale.

**Administration**

A high school Principal, Assistant Principal, and Dean of Culture make up the CCECHS administrative team along with two college counselors.

**d. Element 8: Admissions**

If there are more applicants than available spaces, a public lottery will take place for the applicants utilizing the following lottery preferences.

1. Students who live within the geographic boundary of LAUSD
2. Siblings of current students
3. Students who reside in Lake View Terrace
4. Children of current employees (not to exceed 10%)

e. The Charter School warrants that it is/is operated by a non-profit corporation in good standing in the State of California.

f. All other provisions of the Charter shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have caused this Material Revision to be duly executed and delivered in their respective names by their authorized representatives as of the date set forth below.

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

**Assurances and Affirmations**

PUC Community Charter Middle School (hereinafter PUC CCMS 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 PUC CCMS is Dr. Ron Alatorre
- The contact address for PUC CCMS is 11500 Eldridge Ave. Lake View Terrace, CA
- The contact phone number for PUC CCMS is 818-485-0951
- The proposed address or target community of PUC CCMS is NE San Fernando Valley, which is located in Los Angeles Unified School District (“LAUSD” or “District”) Board District 6 and Educational Service Center North
- The term of this charter shall be from July 1, 2014 to June 30, 2019
- The grade configuration of Charter School is 6 – 12
- The number of students in the first year will be 800
- The grade level(s) of the students in the first year will be 6 – 12
- The scheduled opening date of Charter School is August 19, 2014
- The admission requirements include: No admissions requirements
- The enrollment capacity is 810 (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: Traditional
- The bell schedule for Charter School will be: 8:20 am - 3:40 pm
- 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**

PUC CCMS 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), PUC CCMS 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

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

PUC CCMS shall administer the CELDT annually in accordance with federal and state requirements.

PUC CCMS 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, PUC CCMS will execute a Memorandum of Understanding (“MOU”) by and between LAUSD and PUC CCMS 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, PUC CCMS, 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.

PUC CCMS shall comply with the Brown Act and the Public Records Act.

All employees and representatives of Charter School, including members of the PUC CCMS 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 PUC CCMS 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**

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

### **RESPONDING TO INQUIRIES**

PUC CCMS, 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. PUC CCMS, 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**

PUC CCMS 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 PUC CCMS. 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**

PUC CCMS 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**

PUC CCMS 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**

PUC CCMS 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. PUC CCMS 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)**

PUC CCMS, 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 PUC CCMS 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”). PUC CCMS 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 PUC CCMS shall have the right to continue attending PUC CCMS until the highest grade level of the charter. However, the obligation of the District to provide transportation for a NCLB-PSC student to PUC CCMS shall end in the event the NCLB-PSC student’s resident District school exits Program Improvement status.

PUC CCMS 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. PUC CCMS 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 PUC CCMS under the NCLB-PSC program increases in subsequent years, PUC CCMS 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, PUC CCMS 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. PUC CCMS understands that it is a local educational agency (LEA) for purposes of federal compliance and reporting purposes. PUC CCMS 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

PUC CCMS 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 PUC CCMS 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 PUC CCMS agree to resolve any claim, controversy or dispute arising out of or relating to the Charter agreement between the District and PUC CCMS, 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 PUC CCMS 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

PUC CCMS

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**

PUC CCMS 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**

### **REVOCATION OF THE CHARTER**

The District may revoke the Charter if PUC CCMS 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 PUC CCMS if the District finds, through a showing of substantial evidence, that Charter School did any of the following:

- PUC CCMS committed a material violation of any of the conditions, standards, or procedures set forth in the Charter.
- PUC CCMS failed to meet or pursue any of the pupil outcomes identified in the Charter.
- PUC CCMS failed to meet generally accepted accounting principles, or engaged in fiscal mismanagement.
- PUC CCMS 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 PUC CCMS in writing of the specific violation, and give PUC CCMS 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 PUC CCMS, either by the governing board of PUC CCMS 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 PUC CCMS 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 PUC CCMS, 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 PUC CCMS or the LAUSD Board of Education, the governing board of PUC CCMS shall immediately designate a person or persons responsible for conducting all closure procedures and activities, and determine how PUC CCMS 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 PUC CCMS. 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 PUC CCMS within 72 hours of the Closure Action. PUC CCMS shall simultaneously provide a copy of the written parent notification to the CSD.
3. Los Angeles County Office of Education (LACOE). PUC CCMS 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. PUC CCMS 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, PUC CCMS 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). PUC CCMS 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. PUC CCMS 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. PUC CCMS 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**

PUC CCMS 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. PUC CCMS 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.

PUC CCMS 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.

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

PUC CCMS 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.

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

PUC CCMS'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 PUC CCMS's right to operate as a charter school or cause PUC CCMS to cease operation. PUC CCMS 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**

PUC CCMS 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)

IN WITNESS WHEREOF, the parties hereto have caused this Material Revision to be duly executed and delivered in their respective names by their authorized representatives as of the date set forth below.

DATED: April \_\_\_\_, 2014

PUC COMMUNITY CHARTER MIDDLE SCHOOL AND  
PUC COMMUNITY CHARTER EARLY COLLEGE HIGH  
SCHOOL ("Charter School")

By: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Representative of PUC Lakeview Terrace on  
behalf of PUC Community Charter Middle School and PUC  
Community Charter Early College High School

DATED: April \_\_\_\_, 2014

LOS ANGELES UNIFIED SCHOOL DISTRICT  
("District")

By: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized Representative of Los Angeles Unified School  
District