



TEACH Public Schools

September 25th TEACH Public Schools Regular Meeting

Date and Time

Wednesday September 25, 2019 at 6:00 PM PDT

Location

1846 W. Imperial Hwy. Los Angeles, CA 90047

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be change without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting TEACH Public Schools during normal business hours at as far in advance as possible, but no later than 24 hours before the meeting.

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact TEACH Public Schools, 1846 W. Imperial Highway. Los Angeles, CA 90047; phone: 323-872-0808; fax 323-389-4898.

www.teachpublicschools.org

Agenda

	Purpose	Presenter	Time
I. Opening Items			6:00 PM
Opening Items			
A. Call the Meeting to Order		Lori Butler	
B. Record Attendance and Guests		Shawanna Lawson	1 m
C. Public Comment	Discuss	Lori Butler	5 m

	Purpose	Presenter	Time
<p>Board meetings are meetings of the Board of Directors and will be held in a civil, orderly and respectful manner. All public comments or questions should be addressed to the Board through the Chair of the Board. To ensure an orderly meeting and an equal opportunity for each speaker, persons wishing to address the Board must complete a Speaker Request Card and submit it to Matt Brown, Chief Operating Officer of TEACH Public Schools. The Speaker Request Card must contain speaker name, contact number or email, and subject matter and submitted to the COO or Superintendent prior to the start of the meeting. Members of the public may address the Board on any matter within the Board's jurisdiction and have three (3) minutes each to do so. The total time of each subject will be fifteen (15) minutes, unless additional time is requested by a Board Member and approved by the Board. The Board may not deliberate or take action on items that are not on the agenda. However, the Board may give direction to staff following a presentation. The Chair is in charge of the meeting and will maintain order, set the time limits for the speakers and the subject matter, and will have the prerogative to remove any person who is disruptive of the Board meeting. The Board of Directors may place limitations on the total time to be devoted to each topic if it finds that the numbers of speakers would impede the Board's ability to conduct its business in a timely manner. The Board of Directors may also allow for additional public comment and questions after reports and presentations if it deems necessary.</p>			

II. CONSENT ITEMS 6:06 PM

Academic Excellence

A. Consent Items	Vote	Lori Butler	1 m
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Consent Items - Items under Consent Items will be voted on in one motion unless a member of the Board requests that an item be removed and voted on separately, in which case the Board Chair will determine when it will be called and considered for action. Due to the set-up of BoardOnTrack, approval of any board meeting minutes will be done through consent and listed as items B-Z (as needed) under "Consent Items".

- 1. September 25, 2019 Board Meeting Agenda
- 2. August 28, 2019 Board Meeting Minutes
- 3. Updated TEACH Inc. Bylaws

B. Approval of August 28, 2019 Regular Board Meeting Minutes	Approve		Minutes
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III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION 6:07 PM

CEO Support And Eval

A. Fiscal Report	FYI	Theresa Thompson	8 m
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August Financial Report

B. TEACH Academy of Technologies Renewal Update	FYI	Maria Pimienta	5 m
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On September 16, TEACH Academy of Technologies was informed by LAUSD Charter Schools Division they were recommending the school for a 5 year renewal with benchmarks. The LAUSD board will vote on the item during the September 24th meeting.

C. Bond Deal Update & Purchase Agreements	Vote	Enrique Robles	12 m
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	Purpose	Presenter	Time
Review & approval of purchase agreements for TEACH Tech & TEACH Prep facilities to be purchase in bond deal.			

D. Fall 2019 Local Indicator Reports	FYI	Enrique Robles	5 m
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Fall 2019 Local Indicator Reports for TEACH Tech Charter High School, TEACH Academy of Technologies & TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School.

This is an "information item - not an approval

E. TEACH Public Schools 10 Year Anniversary Celebration	Discuss	Mildred Cunningham	5 m
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IV. Facilities Report

V. School Site Reports

6:42 PM

A. TEACH Academy of Technologies	FYI	Suzette Torres	5 m
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- [Enrollment/Attendance Report](#)
- Staffing
- Academics
- Miscellaneous

B. TEACH Tech Charter High School	FYI	Monique Woodley	5 m
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- [Enrollment/Attendance Report](#)
- Staffing
- Academics
- Miscellaneous

C. TEACH Preparatory Elementary School	FYI	Sharon Rhee	5 m
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- [Enrollment/Attendance Report](#)
- Staffing
- Academics
- Miscellaneous

VI. Closing Items

6:57 PM

A. Upcoming Meetings	FYI	Shawwna Lawson	1 m
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Regular Board Meeting - Wednesday October 23, 2019 at 6pm

B. Form 700	FYI	Shawwna Lawson	5 m
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	Purpose	Presenter	Time
<p>Filing a Form 700 - Statement of Economic Interests (SEI) is a state-mandated requirement for individuals who make decisions or advise on decision making at any government agency in California. The requirement is part of the Political Reform Act enacted in 1974, which was passed by California voters to promote integrity in state and local government by helping agency decision makers avoid conflicts between their personal interests and official duties. Under the Act, these individuals are required to disclose assets and income, which may be materially affected by their official actions.</p>			

C. BOARD MEMBER COMMENTS	Discuss	Lori Butler	5 m
Time for board members to make any public comments.			

D. Adjourn Meeting	Vote	Lori Butler	
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Coversheet

Consent Items

Section:	II. CONSENT ITEMS
Item:	A. Consent Items
Purpose:	Vote
Submitted by:	
Related Material:	Bylaws of TEACH Inc. September 25, 2019.pdf

BYLAWS OF TEACH INC.

A California Nonprofit Public Benefit Corporation

(A California Nonprofit Public Benefit Corporation)

ARTICLE I NAME

Section 1. NAME. The name of this corporation is TEACH, Inc.

ARTICLE II PRINCIPAL OFFICE OF THE CORPORATION

Section 1. PRINCIPAL OFFICE OF THE CORPORATION. The principal office for the transaction of the activities and affairs of this corporation is 10000 S. Western Ave., Los Angeles CA 90047. The Board of Directors may change the location of the principal office. The Secretary on these bylaws within this Section must note any such change of location; alternatively, this Section may be amended to state the new location, and such changes of address shall not be deemed an amendment of these bylaws.

ARTICLE III GENERAL AND SPECIFIC PURPOSES; LIMITATIONS

Section 1. GENERAL AND SPECIFIC PURPOSES. The purpose of this corporation is to develop, manage, operate, guide, direct and promote one or more California public charter schools. California public charter schools. Also in the context of these purposes, the Corporation shall not, except to an insubstantial degree, engage in any other activities or exercise of power that do not further the purposes of the Corporation.

The Corporation shall not carry on any other activities not permitted to be carried on by: (a) a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code; or (b) a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall consist of the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE IV CONSTRUCTION AND DEFINITIONS

Section 1. CONSTRUCTION AND DEFINITIONS. Unless the context indicates otherwise, the general provisions, rules of construction, and definitions in the

California Nonprofit Corporation Law shall govern the construction of these bylaws. Without limiting the generality of the preceding sentence, the masculine gender includes the feminine and neuter, the singular includes the plural, and the plural includes the singular, and the term “person” includes both a legal entity and a natural person.

ARTICLE V DEDICATION OF ASSETS

Section 1. DEDICATION OF ASSETS. This corporation’s assets are irrevocably dedicated to public benefit purposes as set forth in the TEACH Charters. No part of the net earnings, properties, or assets of the corporation, on dissolution or otherwise, shall inure to the benefit of any private person or individual, or to any director or officer of the corporation. On liquidation or dissolution, all properties and assets remaining after payment, or provision for payment, of all debts and liabilities of the corporation shall be distributed to a nonprofit fund, foundation, or corporation that is organized and operated exclusively for charitable purposes and that has established its exempt status under Internal Revenue Code section 501(c)(3).

ARTICLE VI CORPORATION WITHOUT MEMBERS

Section 1. CORPORATION WITHOUT MEMBERS. This corporation shall have no voting members within the meaning of the Nonprofit Corporation Law. The corporation’s Board of Directors may, in its discretion, admit individuals to one or more classes of nonvoting members; the class or classes shall have such rights and obligations as the Board of Directors finds appropriate.

ARTICLE VII BOARD OF DIRECTORS

Section 1. GENERAL POWERS. Subject to the provisions and limitations of the California Nonprofit Public Benefit Corporation Law and any other applicable laws, and subject to any limitations of the articles of incorporation or bylaws, the corporation’s activities and affairs shall be managed, and all corporate powers shall be exercised, by or under the direction of the Board of Directors (“Board”).

Section 2. SPECIFIC POWERS. Without prejudice to the general powers set forth in Section 1 of this article, but subject to the same limitations, the Board of Directors shall have the power to:

- a. Appoint and remove, at the pleasure of the Board of Directors, all corporate officers, agents, and employees; prescribe powers and duties for them as are consistent with the law, the articles of incorporation, and these bylaws; fix their compensation; and require from them security for faithful service.
- b. Change the principal office or the principal business office in California from

one location to another; cause the corporation to be qualified to conduct its activities in any other state, territory, dependency, or country; conduct its activities in or outside California; and designate a place in California for holding any meeting of members.

- c. Borrow money and incur indebtedness on the corporation's behalf and cause to be executed and delivered for the corporation's purposes, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and securities.
- d. Adopt and use a corporate seal and alter the forms of the seal.

Section 3. DESIGNATED DIRECTORS AND TERMS. The number of directors shall be no less than five (5) and no more than nine (9), unless changed by amendments to these bylaws. All directors shall have full voting rights, including any representative appointed by the charter authorizer as consistent with Education Code Section 47604(b). If the charter authorizer appoints a representative to serve on the Board of Directors, the Board of Directors may appoint an additional director to ensure an odd number of Board members. All directors, except for the representative appointed by the charter authorizer, shall be designated by the existing Board of Directors at the corporation's annual meeting of the Board of Directors.

Each director shall hold office unless otherwise removed from office in accordance with these bylaws and until a successor director has been designated and qualified.

Section 4. RESTRICTION REGARDING INTERESTED DIRECTORS. No persons serving on the board may be interested persons. An interested person is (a) any person compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor, or otherwise, excluding any reasonable compensation paid to a director as director; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of such person.

Section 5. DIRECTORS' TERM. Each director shall hold office for two (2) years and until a successor director has been designated and qualified.

Section 6. NOMINATIONS BY COMMITTEE. The Chairman of the Board of Directors or, if none, the President will appoint a committee to designate qualified candidates for appointment to the Board of Directors at least thirty (30) days before the date of any appointment of directors. The nominating committee shall make its report at least seven (7) days before the date of the appointment or at such other time as the Board of Directors may set and the Secretary shall forward to each Board member, with the notice of meeting required by these bylaws, a list of all candidates nominated by committee.

Section 7. USE OF CORPORATE FUNDS TO SUPPORT NOMINEE. If more people have been nominated for director than can be elected, no corporation funds may be

expended to support a nominee without the Board's authorization.

Section 8. EVENTS CAUSING VACANCIES ON BOARD. A vacancy or vacancies on the Board of Directors shall occur in the event of (a) the death, resignation, or removal of any director; (b) the declaration by resolution of the Board of Directors of a vacancy in the office of a director who has been convicted of a felony, declared of unsound mind by a court order, or found by final order or judgment of any court to have breached a duty under California Nonprofit Public Benefit Corporation Law, Chapter 2, Article 3; (c) the increase of the authorized number of directors; or (d) the failure of the directors, at any meeting at which any director or directors are to be appointed, to appoint the number of directors required to be appointed at such meeting.

Section 9. RESIGNATION OF DIRECTORS. Except as provided below, any director may resign by giving written notice to the Chairman of the Board, if any, or to the President, or the Secretary, or to the Board. The resignation shall be effective when the notice is given unless the notice specifies a later time for the resignation to become effective. If a director's resignation is effective at a later time, the Board of Directors may appoint a successor to take office as of the date when the resignation becomes effective.

Section 10. DIRECTOR MAY NOT RESIGN IF NO DIRECTOR REMAINS. Except on notice to the California Attorney General, no director may resign if the corporation would be left without a duly elected director or directors.

Section 11. REMOVAL OF DIRECTORS. Any director, except for the representative appointed by the charter authorizer, may be removed, with or without cause, by the vote of the majority of the members of the entire Board of Directors at a special meeting called for that purpose, or at a regular meeting, provided that notice of that meeting and of the removal questions are given in compliance with the provisions of the Ralph M. Brown Act. ("Brown Act") (Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code). The representative appointed by the charter authorizer may be removed without cause by the charter authorizer or with the written consent of the charter authorizer. Any vacancy caused by the removal of a director shall be filled as provided in Section 12.

Section 12. VACANCIES FILLED BY BOARD. Vacancies on the Board of Directors, except for the representative appointed by the charter authorizer, may be filled by approval of the Board of Directors or, if the number of directors then in office is less than a quorum, by (a) the affirmative vote of a majority of the directors then in office at a meeting at a regular or special meeting of the Board, or (c) a sole remaining director. A vacancy in the seat of the representative of the charter authorizer shall be filled by the charter authorizer.

Section 13. NO VACANCY ON REDUCTION OF NUMBER OF DIRECTORS. Any reduction of the authorized number of directors shall not result in any directors being removed before his or her term of office expires.

Section 14. PLACE OF BOARD OF DIRECTORS MEETINGS. Meetings shall

be held at the principal office of the Corporation unless the Board of Directors designates another location in accordance with these bylaws. The Board of Directors may also designate that a meeting be held at any place within the granting agency's boundaries designated in the notice of the meeting. All meetings of the Board of Directors shall be called, held and conducted in accordance with the terms and provisions of the Brown Act and in compliance with Education Code 47604.1 (Charter Schools Act) effective January 1, 2020.

Section 15. MEETINGS; ANNUAL MEETINGS. All meetings of the Board of Directors and its committees shall be called, noticed, and held in compliance with the provisions of the Brown Act..

The Board of Directors shall meet annually for the purpose of organization; appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held at a time, date, and place as noticed by the Board of Directors in accordance with the Brown Act.

Section 16. REGULAR MEETINGS. Regular meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. At least 72 hours before a regular meeting, the Board of Directors, or its designee shall post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting.

Section 17. SPECIAL MEETINGS. Special meetings of the Board of Directors for any purpose may be called at any time by the Chairman of the Board of Directors, if there is such an officer, or a majority of the Board of Directors. If a Chairman of the Board has not been elected then the President is authorized to call a special meeting in place of the Chairman of the Board. The party calling a special meeting shall determine the place, date, and time thereof.

- a) Section 18. NOTICE OF SPECIAL MEETINGS. In accordance with the Brown Act, special meetings of the Board of Directors may be held only after twenty-four (24) hours notice is given to the public through the posting of an agenda. Directors shall also receive at least twenty-four (24) hours notice of the special meeting, in the following manner: Any such notice shall be addressed or delivered to each director at the director's address as it is shown on the records of the Corporation, or as may have been given to the Corporation by the director for purposes of notice, or, if an address is not shown on the Corporation's records or is not readily ascertainable, at the place at which the meetings of the Board of Directors are regularly held.
- b) Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the

recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

- c) The notice of special meeting shall state the time of the meeting, the place, and the general nature of the business proposed to be transacted at the meeting. No business, other than the business the general nature of which was set forth in the notice of the meeting, may be transacted at a special meeting.

Section 19. QUORUM. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors will be by majority vote of the directors in attendance based upon the presence of a quorum. Should there be less than a majority of the directors present at the inception of any meeting, the meeting shall be adjourned. Directors may not vote by proxy. The vote or abstention of each Board member present for each action taken shall be publicly reported.

Section 20. TELECONFERENCE MEETINGS. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from locations within the boundaries of the granting agency in which the Corporation operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, it shall post agendas at all teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;¹
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call.²

¹ This means that members of the Board of Directors who choose to utilize their homes or offices as teleconference locations must open these locations to the public and accommodate any members of the public who wish to attend the meeting at that location.

² The Brown Act prohibits requiring members of the public to provide their names as a condition of attendance at the meeting.

Section 21. ADJOURNMENT. A majority of the directors present, whether or not a quorum is present, may adjourn any Board of Directors meeting to another time or place. Notice of such adjournment to another time or place shall be given, prior to the time schedule for the continuation of the meeting, to the directors who were not present at the time of the adjournment, and to the public in the manner prescribed by the Brown Act.

Section 22. COMPENSATION AND REIMBURSEMENT. Directors shall receive no compensation for service as a director or officer. The Board may approve the reimbursement of a director's actual and necessary expenses incurred when conducting the corporation's business as established by resolution to be just and reasonable as to the Corporation at the time that the resolution is adopted.

Section 23. CREATION AND POWERS OF COMMITTEES. The Board, by resolution adopted by a majority of the directors then in office, may create one or more committees, each consisting of two or more directors and no one who is not a director, to serve at the pleasure of the Board. Appointments to committees of the Board of Directors shall be by majority vote of the directors then in office. The Board of Directors may appoint one or more directors as alternate members of any such committee, who may replace any absent member at any meeting. Any such committee shall have all the authority of the Board, to the extent provided in the Board of Directors' resolution, except that no committee may:

a.

Fill vacancies on the Board of Directors or any committee of the Board;

b. Amend or repeal bylaws or adopt new bylaws;

c. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or subject to repeal;

d. Create any other committees of the Board of Directors or appoint the members of committees of the Board;

e. Expend corporate funds to support a nominee for director if more people have been nominated for director than can be elected; or

Section 24. MEETINGS AND ACTION OF COMMITTEES. Meetings and actions of committees of the Board of Directors shall be governed by, held, and taken under the provisions of these bylaws concerning meetings, other Board of Directors' actions, and the Brown Act, if applicable, except that the time for general meetings of such committees and the calling of special meetings of such committees may be set either by Board of Directors' resolution or, if none, by resolution of the committee. Minutes of each meeting

shall be kept and shall be filed with the corporate records. The Board of Directors may adopt rules for the governance of any committee as long as the rules are consistent with these bylaws. If the Board of Directors has not adopted rules, the committee may do so.

Section 25. **NON-LIABILITY OF DIRECTORS.** No director shall be personally liable for the debts, liabilities, or other obligations of this corporation.

Section 26. **COMPLIANCE WITH LAWS GOVERNING STUDENT RECORDS.** The Charter School and the Board of Directors shall comply with all applicable provisions of the Family Education Rights Privacy Act (“FERPA”) as set forth in Title 20 of the United States Code Section 1232g and attendant regulations as they may be amended from time to time.

Section 27. **COMPLIANCE WITH CONFLICT OF INTEREST LAWS.** The Charter School and the Board shall comply with applicable conflict of interest laws, including the Political Reform Act and California Government Code Section 1090, *et seq.* (“Government Code Section 1090”), as said chapter may be modified by subsequent legislation.

ARTICLE VIII OFFICERS OF THE CORPORATION

Section 1. **OFFICES HELD.** The officers of this corporation shall be a President a Secretary and a Treasurer/Chief Financial Officer. The corporation, at the Board’s direction, may also have a Chairman of the Board, one or more Vice-Presidents, one or more assistant secretaries, and such other officers as may be appointed under Article VIII, Section 4, of these bylaws. The officers in addition to the corporate duties set forth in this Article VIII shall also have administrative duties as set forth in any applicable contract for employment or job specification.

Section 2. **DUPLICATION OF OFFICE HOLDERS.** The same person may hold any number of offices, except that neither the Secretary nor the Chief Financial Officer may serve concurrently as either the President or the Chairman of the Board.

Section 3. **ELECTION OF OFFICERS.** The officers of this corporation shall be chosen annually by the Board of Directors and shall serve at the pleasure of the Board, subject to the rights of any officer under any employment contract.

Section 4. **APPOINTMENT OF OTHER OFFICERS.** The Board of Directors may appoint and authorize the Chairman of the Board, the President, or another officer to appoint any other officers that the corporation may require. Each appointed officer shall have the title and authority, hold office for the period, and perform the duties specified in the bylaws or established by the Board.

Section 5. **REMOVAL OF OFFICERS.** Without prejudice to the rights of any officer under an employment contract, the Board of Directors may remove any officer with

or without cause. An officer who was not chosen by the Board of Directors may be removed by any other officer on whom the Board of Directors confers the power of removal.

Section 6. RESIGNATION OF OFFICERS. Any officer may resign at any time by giving written notice to the Board. The resignation shall take effect on the date the notice is received or at any later time specified in the notice. Unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to any rights of the corporation under any contract to which the officer is a party.

Section 7. VACANCIES IN OFFICE. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these bylaws for normal appointment to that office, provided, however, that vacancies need not be filled on an annual basis.

Section 8. CHAIRMAN OF THE BOARD. If a Chairman of the Board of Directors is elected, he or she shall preside at the Board of Directors' meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time. If a Chairman of the Board of Directors is elected, there shall also be a Vice-Chairman of the Board of Directors. In the absence of the Chairman, the Vice-Chairman shall preside at Board of Directors meetings and shall exercise and perform such other powers and duties as the Board of Directors may assign from time to time.

Section 9. PRESIDENT. The President, also known as the Executive Director, shall be the general manager of the corporation and shall supervise, direct, and control the corporation's activities, affairs, and officers as fully described in any applicable employment contract, agreement, or job specification. The President shall have such other powers and duties as the Board of Directors or the bylaws may require.

Section 10. SECRETARY. The Secretary shall keep or cause to be kept, at the corporation's principal office or such other place as the Board of Directors may direct, a book of minutes of all meetings, proceedings, and actions of the Board and of committees of the Board. The minutes of meetings shall include the time and place that the meeting was held; whether the meeting was annual, regular, special, or emergency and, if special or emergency, how authorized; the notice given; the names of the directors present at Board of Directors and committee meetings; and the vote or abstention of each Board member present for each action taken..

The Secretary shall keep or cause to be kept, at the principal California office, a copy of the articles of incorporation and bylaws, as amended to date.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and of committees of the Board of Directors that these bylaws require to be given. The Secretary shall keep the corporate seal, if any, in safe custody and shall have such other powers and perform such other duties as the Board of Directors or the bylaws may require.

Section 11. **TREASURER/ CHIEF FINANCIAL OFFICER.** The Treasurer/ Chief Financial Officer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of the Corporation's properties and transactions. The Treasurer/ Chief Financial Officer shall send or cause to be given to the Directors such financial statements and reports as are required to be given by law, by these Bylaws, or by the Board. The books of account shall be open to inspection by any director at all reasonable times. The Treasurer/ Chief Financial Officer shall (i) deposit, or cause to be deposited, all money and other valuables in the name and to the credit of the Corporation with such depositories as the Board may designate; (ii) disburse the Corporation's funds as the Board may order; (iii) render to the President, Chairperson of the Board, if any, and the Board, when requested, an account of all transactions as Treasurer/ Chief Financial Officer and of the financial condition of the Corporation; and (iv) have such other powers and perform such other duties as the Board, contract, job specification, or the Bylaws may require.

ARTICLE IX CONTRACTS WITH MEMBERS

Section 1. **CONTRACTS WITH MEMBERS.** The Corporation shall comply with Government Code Section 1090.

ARTICLE X CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES

Section 1. **CONTRACTS WITH NON-DIRECTOR DESIGNATED EMPLOYEES.** The Corporation shall not enter into a contract or transaction in which a non-director designated employee (e.g., officers and other key decision-making employees) directly or indirectly has a material financial interest unless all of the requirements in the Corporation's Conflict of Interest Code have been fulfilled.

ARTICLE XI LOANS TO DIRECTORS AND OFFICERS

Section 1. **LOANS TO DIRECTORS AND OFFICERS.** This corporation shall not lend any money or property to or guarantee the obligation of any director or officer without the approval of the California Attorney General; provided, however, that the corporation may advance money to a director or officer of the corporation for expenses reasonably anticipated to be incurred in the performance of his or her duties if that director or officer would be entitled to reimbursement for such expenses of the corporation.

ARTICLE XII INDEMNIFICATION

Section 1. **INDEMNIFICATION.** To the fullest extent permitted by law, this corporation shall indemnify its directors, officers, employees, and other persons described in Corporations Code Section 5238(a), including persons formerly occupying any such positions, against all expenses, judgments, fines, settlements, and other amounts actually and reasonably incurred by them in connection with any “proceeding,” as that term is used in that section, and including an action by or in the right of the corporation by reason of the fact that the person is or was a person described in that section. “Expenses,” as used in this bylaw, shall have the same meaning as in that section of the Corporations Code.

On written request to the Board of Directors by any person seeking indemnification under Corporations Code Section 5238 (b) or Section 5238 (c) the Board of Directors shall promptly decide under Corporations Code Section 5238 (e) whether the applicable standard of conduct set forth in Corporations Code Section 5238 (b) or Section 5238 (c) has been met and, if so, the Board of Directors shall authorize indemnification.

ARTICLE XIII INSURANCE

Section 1. **INSURANCE.** This corporation shall have the right to purchase and maintain insurance to the full extent permitted by law on behalf of its directors, officers, employees, and other agents, to cover any liability asserted against or incurred by any director, officer, employee, or agent in such capacity or arising from the director’s, officer’s, employee’s, or agent’s status as such.

ARTICLE XIV MAINTENANCE OF CORPORATE RECORDS

Section 1. **MAINTENANCE OF CORPORATE RECORDS.** This corporation shall keep:

- a. Adequate and correct books and records of account;
- b. Written minutes of the proceedings of the Board and committees of the Board;
and
- c. Such reports and records as required by law.

ARTICLE XV INSPECTION RIGHTS

Section 1. **DIRECTORS’ RIGHT TO INSPECT.** Every director shall have the right at any reasonable time to inspect the corporation’s books, records, documents of every kind, physical properties, and the records of each subsidiary as permitted by California and federal law. The inspection may be made in person or by the director’s agent or attorney. The right of inspection includes the right to copy and make extracts of documents as permitted by California and federal law. This right to inspect may be circumscribed in instances where the

right to inspect conflicts with California or federal law (e.g., restrictions on the release of educational records under FERPA) pertaining to access to books, records, and documents.

Section 2. **ACCOUNTING RECORDS AND MINUTES.** On written demand on the corporation, any director may inspect, copy, and make extracts of the accounting books and records and the minutes of the proceedings of the Board of Directors and committees of the Board of Directors at any reasonable time for a purpose reasonably related to the director's interest as a director. Any such inspection and copying may be made in person or by the director's agent or attorney. This right of inspection extends to the records of any subsidiary of the corporation.

Section 3. **MAINTENANCE AND INSPECTION OF ARTICLES AND BYLAWS.** This corporation shall keep at its principal California office the original or a copy of the articles of incorporation and bylaws, as amended to the current date, which shall be open to inspection by the directors at all reasonable times during office hours.

ARTICLE XVI REQUIRED REPORTS

Section 1. **ANNUAL REPORTS.** The Board of Directors shall cause an annual report to be sent to itself (the members of the Board of Directors) within 120 days after the end of the corporation's fiscal year. That report shall contain the following information, in appropriate detail:

- a. The assets and liabilities, including the trust funds, or the corporation as of the end of the fiscal year;
- b. The principal changes in assets and liabilities, including trust funds;
- c. The corporation's revenue or receipts, both unrestricted and restricted to particular purposes;
- d. The corporation's expenses or disbursement for both general and restricted purposes;
- e. Any information required under these bylaws; and
- f. An independent accountant's report or, if none, the certificate of an authorized officer of the corporation that such statements were prepared without audit from the corporation's books and records.

Section 2. **ANNUAL STATEMENT OF CERTAIN TRANSACTIONS AND INDEMNIFICATIONS.** The Corporation shall comply with Corporations Code section 6322.

ARTICLE XVII

BYLAW AMENDMENTS

Section 1. **BYLAW AMENDMENTS.** The Board of Directors may adopt, amend or repeal any of these Bylaws by a majority vote of the directors present at a meeting duly held at which a quorum is present, except that no amendment shall change any provisions of the TEACH charters or make any provisions of these Bylaws inconsistent with those charters, the corporation's Articles of Incorporation, or any laws.

ARTICLE XVIII FISCAL YEAR

Section 1. **FISCAL YEAR OF THE CORPORATION.** The fiscal year of the Corporation shall begin on July 1st and end on June 30th of each year.

CERTIFICATE OF THE SECRETARY

I certify that I am the duly elected and acting Secretary of TEACH, Inc., a California nonprofit public benefit corporation; that these bylaws, consisting of 14 pages, are the bylaws of this corporation as adopted by the Board of Directors on _____ and that these bylaws have not been amended or modified since that date.

Executed on _____ at Los Angeles, California

TEACH Inc., Secretary

Coversheet

Approval of August 28, 2019 Regular Board Meeting Minutes

Section: II. CONSENT ITEMS
Item: B. Approval of August 28, 2019 Regular Board Meeting Minutes
Purpose: Approve Minutes
Submitted by:
Related Material:
Minutes for August 28th TEACH Public Schools Regular Meeting on August 28, 2019

APPROVED



TEACH Public Schools

Minutes

August 28th TEACH Public Schools Regular Meeting

Date and Time

Wednesday August 28, 2019 at 6:00 PM

Location

1846 W. Imperial Hwy. Los Angeles, CA 90047

THE ORDER OF BUSINESS MAY BE CHANGED WITHOUT NOTICE

Notice is hereby given that the order of consideration of matters on this agenda may be change without prior notice.

REASONABLE LIMITATIONS MAY BE PLACED ON PUBLIC TESTIMONY

The Governing Board's presiding officer reserves the right to impose reasonable time limits on public testimony to ensure that the agenda is completed.

REASONABLE ACCOMMODATION WILL BE PROVIDED FOR ANY INDIVIDUAL WITH A DISABILITY

Pursuant to the Rehabilitation Act of 1973 and the American with Disabilities Act of 1990, any individual with a disability who requires reasonable accommodation to attend or participate in this meeting of the Governing Board may request assistance by contacting TEACH Public Schools during normal business hours at as far in advance as possible, but no later than 24 hours before the meeting.

FOR MORE INFORMATION

For more information concerning this agenda or for materials relating to this meeting, please contact TEACH Public Schools, 1846 W. Imperial Highway. Los Angeles, CA 90047; phone: 323-872-0808; fax 323-389-4898.

www.teachpublicschools.org

Directors Present

A. Dragon, J. Lobdell, K. Piazza, L. Castillo, S. Burrows (remote)

Directors Absent

L. Butler, S. Tucker

Guests Present

F. Williams, John Phan, M. Brown, M. Cunningham, R. Carranza, S. Lawson

I. Opening Items

A. Call the Meeting to Order

M. Brown called a meeting of the board of directors of TEACH Public Schools to order on Wednesday Aug 28, 2019 at 6:01 PM.

B. Record Attendance and Guests

C. Public Comment

No public comment.

II. CONSENT ITEMS

A. Consent Items

K. Piazza made a motion to approve consent items.
J. Lobdell seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

L. Butler Absent
S. Tucker Absent
K. Piazza Aye
J. Lobdell Aye
A. Dragon Aye
S. Burrows Aye
L. Castillo Aye

B. Approval of July 24, 2019 Regular Board Meeting Minutes

K. Piazza made a motion to approve the consent agenda. July 24th Regular Board Meeting on 07-24-19.
J. Lobdell seconded the motion.
The board **VOTED** unanimously to approve the motion.

Roll Call

K. Piazza Aye

Roll Call

L. Castillo Aye
A. Dragon Aye
J. Lobdell Aye
S. Burrows Aye
L. Butler Absent
S. Tucker Absent

C. January 31, 2019 Special Meeting Minutes

K. Piazza made a motion to approve the consent agenda. TPS Governing Board Special Meeting on 01-31-19.

J. Lobdell seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

S. Burrows Aye
A. Dragon Aye
L. Castillo Aye
S. Tucker Absent
K. Piazza Aye
L. Butler Absent
J. Lobdell Aye

D. April 30, 2019 Special Meeting Minutes

K. Piazza made a motion to approve the consent agenda. April 30 Special Board Meeting on 04-30-19.

J. Lobdell seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

K. Piazza Aye
S. Burrows Aye
L. Castillo Aye
A. Dragon Aye
L. Butler Absent
S. Tucker Absent
J. Lobdell Aye

E. Direct Ed 2019-2020 Rate Sheet

K. Piazza made a motion to approve the consent agenda.

J. Lobdell seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

S. Burrows Aye
L. Butler Absent

Roll Call

J. Lobdell Aye
 K. Piazza Aye
 S. Tucker Absent
 L. Castillo Aye
 A. Dragon Aye

III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION**A. Fiscal Report**

Mr. Brown presented the July financials. TEACH Academy, TEACH Tech, & TEACH Prep closed with positive cash flow, surplus and positive fund balances at year-end. TEACH Tech fund balance closed at 5.6% (5% reserve requirement) TPS: Positive cash flow, surplus, fund balance at June 30, 2019. The July financials will act as the unaudited actuals.

P-2 reports submitted to CDE-

- TEACH Academy (P-Annual 386.34), P-2 ADA @ 389.40 vs. Budget @ 383 (6.4)
- TEACH Tech (P-Annual 323.86) P-2 ADA @317.63 vs. Budget 355 (37.37) (less enrollment)
- TEACH Prep- (P-Annual 68.93) P-2 ADA @ 69.35 vs. Budget @ 95 (25.65) (less enrollment)

B. Unaudited Actual Reports

J. Lobdell made a motion to approve Unaudited Actual Reports.

K. Piazza seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

J. Lobdell Aye
 L. Castillo Aye
 L. Butler Absent
 K. Piazza Aye
 S. Burrows Aye
 S. Tucker Absent
 A. Dragon Aye

C. TEACH Academy of Technologies Renewal Materials Update

Mr. Brown and Dr. Carranza provided an update on the renewal process for TEACH Academy of Technologies. TEACH is working with LAUSD Charter Schools Division (CSD) to finalize the renewal petition and address any concerns the CSD has about the school. TEACH is still confident they can get CSD to recommend the school for a 5 year

renewal term with possible benchmarks. The LAUSD board will vote on the renewal petition at the September 24th board meeting.

D. Bond Market - TEACH Tech & TEACH Preparatory

L. Castillo moved to approve the engagement letters for the bond finance team (Urban Futures, Kutak Rock, Stradling Yocca, Stifel, Young Minney & Coor). A.Dragon seconded. Approved 5-0.

E. LAUSD Annual Oversight 19-20

Mr. Brown presented on the LAUSD annual oversight process and share the oversight guides with the board. Mr. Brown will provide updates and required documentation to the board as TEACH works to complete the Compliance Monitoring and Certification of Board Compliance Review due in January.

F. Charter School Revolving Loan Fund Program

A. Dragon made a motion to approve Charter School Revolving Loan Fund of \$150,000 for TEACH Prep.

K. Piazza seconded the motion.

The board **VOTED** unanimously to approve the motion.

Roll Call

S. Burrows Aye

A. Dragon Aye

J. Lobdell Aye

S. Tucker Absent

L. Castillo Aye

L. Butler Absent

K. Piazza Aye

IV. Facilities Report

A. TEACH Facility Update

TEACH Prep 8505 S Western Ave: Had meeting with Red Hook to make sure they take care of the punch list. Teachers and staff are slowly settling in. We have a lot of classrooms filled with furniture that will be used on a later date. All new floors have been installed, there are still little projects to be done like hooks for the kids to hang up which have been ordered. Bay Alarm is still working on electrifying the doors so they can work on the key fob. Wisetel will be giving us a quote for the new camera systems.

TEACH Academy 10000 S Western Ave: All repairs have been completed (new vct, bathroom sinks and faucets, emergency repairs) there are some small projects that need to be done.

TEACH Tech 10616 S Western Ave: All repairs have been completed, (lights replace, bathrooms and toilets sinks urinals have been repaired) Wisetel will be out to fix our camera system and update our DVR. The small door to get into the office has been electrified and works on key fobs and buzzers to get in.

TEACH Academy 10045 S Western Ave: Bay Alarm is installing the new fire alarm system and will be done next week. All repairs have been completed, (new vct floor, repairs to doors, safety gates have been installed on all ramps.)

V. School Site Reports

A. TEACH Academy of Technologies

Dr. Carranza provide the TEACH Academy site report. Current enrollment is above budget at 474 (440 budgeted). TEACH Academy has a hard enrollment cap of 480.

Suzette Torres has been hired as the new TEACH Academy Assistant Principal. TEACH is hoping to transition Ms. Torres into the Principalship before the end of the school year, allowing Dr. Carranza to return to the TEACH District Office. NWEA testing will be in September and data should be ready to share with the board in September/October.

B. TEACH Tech Charter High School

Mr. Brown & Mr. Williams provide an update on TEACH Tech. Current enrollment is 417, which is below budget (425) and TEACH Tech is continuing to enroll students to make up the gap. NWEA testing will start in September with data available for the September/October board meeting.

C. TEACH Preparatory Elementary School

Mr. Brown provide an update for TEACH Prep. Enrollment is at 144, which is below budget (175) and the school is still enrolling.

Testing will start in September with data to report to the board in September/October.

VI. Closing Items

A. Board Assessment & Goals

Mr. Brown reminded board members to complete their board assessment and goals in Board on Track.

B. Upcoming Meetings

Next TEACH Public Schools Regular Board Meeting is schedule for September 25, 2019.

Next TEACH Public Schools Regular Board Meeting is schedule for September 25, 2019.

C. Form 700

D.

BOARD MEMBER COMMENTS

Pastor Lobdell asked about fundraising and board member donations, as he wished to make a donation to TEACH. Mr. Brown informed the board that TEACH Inc. Foundation had its first meeting and was creating a fundraising plan. The TEACH Foundation was still waiting on its 501c3 letter from the state, which usually takes a few months. The mission of TEACH Foundation is fundraising in support of TEACH Public Schools. Mr. Brown and the TEACH Foundation board will provide update on its work to the TEACH Inc. board.

E. Adjourn Meeting

There being no further business to be transacted, and upon motion duly made, seconded and approved, the meeting was adjourned at 8:00 PM.

Respectfully Submitted,
J. Lobdell

Coversheet

TEACH Academy of Technologies Renewal Update

Section: III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item: B. TEACH Academy of Technologies Renewal Update
Purpose: FYI
Submitted by:
Related Material: FINAL TEACH Academy of Tech Renewal_Revised.pdf



TEACH ACADEMY OF TECHNOLOGIES

**TEACH Academy of Technologies
Charter Renewal Petition for a Five-Year Term
(July 1, 2020-June 30, 2025)**

Submitted July 29, 2019 to:

**Los Angeles Unified School District Board of Education
333 South Beaudry Avenue, 20th Floor
Los Angeles, CA 90017
213-241-0399**

TABLE OF CONTENTS

ASSURANCES, AFFIRMATIONS, AND DECLARATIONSiii

ELEMENT 1 – THE EDUCATIONAL PROGRAM 5

 GENERAL INFORMATION..... 10

 COMMUNITY NEED FOR CHARTER SCHOOL 10

 STUDENT POPULATION TO BE SERVED 25

 GOALS AND PHILOSOPHY 28

 INSTRUCTIONAL DESIGN 56

 ACADEMIC CALENDAR AND SCHEDULES 93

 PROFESSIONAL DEVELOPMENT 96

 MEETING THE NEEDS OF ALL STUDENTS 101

 A TYPICAL DAY 7

ELEMENT 2 - MEASURABLE PUPIL OUTCOMES AND 12

ELEMENT 3 - METHOD BY WHICH PUPIL PROGRESS TOWARD OUTCOMES WILL BE MEASURED... 12

 MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM 12

 MEASURABLE PUPIL OUTCOMES: SUMMATIVE ASSESSMENT PERFORMANCE TARGETS 13

 METHOD FOR MEASURING PUPIL PROGRESS TOWARD OUTCOMES: FORMATIVE ASSESSMENT
..... 13

 DATA ANALYSIS AND REPORTING 14

 GRADING, PROGRESS REPORTING AND PROMOTION/RETENTION..... 15

ELEMENT 4 – GOVERNANCE 17

 GOVERNANCE STRUCTURE..... 20

 GOVERNING BOARD COMPOSITION AND MEMBER SELECTION 23

 GOVERNANCE PROCEDURES AND OPERATIONS 24

 STAKEHOLDER INVOLVEMENT 26

ELEMENT 5 – EMPLOYEE QUALIFICATIONS 28

 EMPLOYEE POSITIONS AND QUALIFICATIONS 28

ELEMENT 6 – HEALTH AND SAFETY PROCEDURES..... 61

 CUSTODIAN OF RECORDS..... 63

 STUDENT HEALTH AND WELLNESS..... 63

 SCHOOL SAFETY PLAN 64

ELEMENT 7 – MEANS TO ACHIEVE RACIAL AND ETHNIC BALANCE..... 65

ELEMENT 8 – ADMISSION REQUIREMENTS 68

 ADMISSION REQUIREMENTS..... 69

ELEMENT 9 – ANNUAL FINANCIAL AUDITS 72
ANNUAL AUDIT PROCEDURES..... 72
ELEMENT 10 – SUSPENSION AND EXPULSION PROCEDURES 74
SCHOOL CLIMATE AND STUDENT DISCIPLINE SYSTEM 77
SUSPENSION PROCEDURES 84
EXPULSION PROCEDURES..... 86
SUSPENSION/EXPULSION APPEAL RIGHTS AND PROCEDURES..... 90
REHABILITATION PLANS AND REINSTATEMENT **Error! Bookmark not defined.**
EXPELLED PUPILS/ALTERNATIVE EDUCATION 91
ELEMENT 11 – EMPLOYEE RETIREMENT SYSTEMS 92
ELEMENT 12 – PUBLIC SCHOOL ATTENDANCE ALTERNATIVES 93
ELEMENT 13 – RIGHTS OF DISTRICT EMPLOYEES 94
ELEMENT 14 – MANDATORY DISPUTE RESOLUTION..... 95
ELEMENT 15 – CHARTER SCHOOL CLOSURE PROCEDURES 99
ADDITIONAL PROVISIONS 107
ADDENDUM116

ASSURANCES, AFFIRMATIONS, AND DECLARATIONS

TEACH Academy of Technologies (also referred to herein as “TAT” and “Charter School”) shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(d)(1).)
- Not charge tuition. (Ed. Code § 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. (Ed. Code § 47605(d)(1); Ed. Code § 220.)
- Except as provided in Education Code section 47605(d)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(d)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(d)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). (Ed. Code § 47605(d)(2)(B).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. (Ed. Code § 47605(d)(3).)
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(c)(1).)
- Consult, on a regular basis, with Charter School’s parents, legal guardians, and teachers regarding the school’s educational programs. (Ed. Code § 47605(c)(2).)

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

NOTE: This Charter contains specific "District Required Language" (DRL), including the *Assurances, Affirmations, and Declarations* section above. The DRL should be highlighted in gray within each Charter element or section. The final section of the Charter provides 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 may exist between any provision contained within the body of the Charter and the DRL contained in the addendum, the provisions of the DRL addendum shall control.

ELEMENT 1 – THE EDUCATIONAL PROGRAM

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

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

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

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

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

ACADEMIC CALENDAR AND SCHEDULES

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

MATHEMATICS PLACEMENT

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

TRANSITIONAL KINDERGARTEN

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

HIGH SCHOOL EXIT EXAMINATION

Charter School shall comply with all applicable requirements of Education Code sections 60850 – 60859, including but not limited to the requirements of sections 60851.6 and 60852.3.

WASC ACCREDITATION

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

ENGLISH LEARNERS

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

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

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

- How Charter School will evaluate its EL program each year, and how the results of this evaluation will be used to improve the program, including the provision of EL services

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

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

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

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

STUDENTS WITH DISABILITIES

Federal Law Compliance

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

Special Education Program

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

Prior to LAUSD Board of Education approval of an initial Charter petition, and if a renewing Charter School intends to operate as a "school of the district" for special education services, Charter School shall execute a Memorandum of Understanding ("MOU") by and between LAUSD and Charter School regarding the provision and funding of special education services consistent with applicable state law and the LAUSD Special Education Local Plan Area ("SELPA") Local Plan for Special Education and shall be considered a "public school of the District" for purposes of Special Education pursuant to Education Code Section 47641(b). However, Charter School reserves the right to make written verifiable assurances that it may become an independent local educational agency (LEA) and join a SELPA pursuant to Education Code Section 47641 (a) either on its own or with a grouping of charter school LEAs as a consortium following the requirements of Education Code section 56195.3(b).

SELPA Reorganization

The Los Angeles Unified School District is approved to operate as a single-District SELPA under the provisions of Education Code section 56195.1(a). As a single-District SELPA, the District has created two charter school sections (District-operated Programs and Charter-operated Programs) under the administration of one single Administrative Unit pursuant to a reorganization plan approved by the Board of Education on January 4, 2011 (149/10-11). Full implementation of the reorganized LAUSD SELPA commenced in the 2013-2014 school year

requiring all District-authorized charter schools to elect one of the three options available under the LAUSD SELPA. Prior to an option election, all District-authorized charter schools were required to participate as a school of the District under the District-Operated Programs Unit. Prior to the beginning of the 2013-2014 school year, all District-authorized charter schools, other than those that had previously executed an Option 3 Memorandum of Understanding (“MOU”), were required to execute a new MOU setting forth the LAUSD SELPA option election for the remainder of the charter petition term. The Charter-operated Program schools do not have LEA status for the purposes of special education but will function in a similar role in that each charter school will be responsible for all special education requirements, including but not limited to services, placement, due process, related services, special education classes, and special education supports. Charter schools that have elected to participate in a District-operated programs option may apply for membership in the Charter-operated Program section of the SELPA. Charter schools accepted for participation in the Charter-operated Programs section receive support from a Special Education Director for the Charter-operated Programs.

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 measurable 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 charter schools are made on a regular basis. The requested data must be submitted in the Office of the Independent Monitor’s (“OIM”) required format in accordance with the OIM’s required timelines and as follows:

- End of Year Suspension

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

- Statewide Assessment Data

The standard file including District ID.

- Norm day

District ID, SSIS 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

- All Students enrolled as of December 1 of each school year

District ID, SSIS 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

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

- Monthly SESAC and Suspension data

- Graduation roster from all charter schools with 12th grade students with disabilities

The MCD requires charter schools to implement the District's integrated student information system, which is currently referred to as My Integrated Student Information System (MiSiS). MiSiS is a suite of applications which is designed to capture all District student data. All charter schools are required to utilize MiSiS directly or interface with MiSiS via a web based Application Programming Interface (API) in compliance with the requirements of the MCD and applicable timelines. Upon charter school full utilization of MiSiS either directly or via a web based API, the list of required data above will automatically be captured within MiSiS.

GENERAL INFORMATION

<u>GENERAL INFORMATION TABLE</u>	
• The contact person for Charter School is:	Dr. Raul Carranza, Superintendent of Schools, TEACH Public Schools
• The contact address for Charter School is:	10000 S. Western Los Angeles, CA 90047
• The contact phone number for Charter School is:	(323) 872-0809
• The proposed address or ZIP Code of the target community to be served by Charter School is:	10000 S. Western Los Angeles, CA 90047
• This location is in LAUSD Board District:	1
• This location is in LAUSD Local District:	West
• The grade configuration of Charter School is:	5-8
• The number of students in the first year will be:	450
• The grade level(s) of the students in the first year will be:	5-8
• Charter School's scheduled first day of instruction in 2019-2020 is:	August 10, 2020
• The enrollment capacity is: • (Enrollment capacity is defined as the total number of students who may be enrolled in Charter School regardless of student residency.)	480
• The type of instructional calendar (e.g., traditional/year-round, single track/multi-track, extended day/year) will be:	Extended Day
• The bell schedule for Charter School will be:	8:00AM-3:05PM M, T, Th, Fr and 8:00AM-1:00PM on Weds.
• The term of this Charter shall be from:	July 1, 2020 to June 30, 2025

COMMUNITY NEED FOR CHARTER SCHOOL

TEACH Academy of Technologies (TAT or Charter School) is a small, innovative middle school that opened in 2010 in the Westmont/Gramercy Park community of South Los Angeles. In 2018-19, TAT served 430 students in grades 5-8; 67% Hispanic/Latino, 31% African American; 98% Free/Reduced Price Lunch (FRPL), 26% English Learner (EL)

8% Special Education (SpEd) and 1% foster/homeless youth. TAT was the first school founded by longtime Los Angeles educators Mildred Cunningham and Edith Morris, followed by TEACH Tech Charter High School (TEACH HS; grades 9-12, opened in 2014), and TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School (TEACH ES; opened in 2018 with grades TK-1 and ultimately will serve grades TK-5). All three schools (collectively, TEACH Public Schools) serve the Westmont/Gramercy Park community.

TEACH Public Schools' mission is to create a high quality, innovative teaching and learning environment that focuses on literacy, integrating state-of-the-art technologies across the core curriculum to achieve academic proficiency for all students. Our vision is to reach students of all backgrounds by teaching the entire child, which includes the social, physical, emotional, and intellectual needs of the student. Upon graduation, the knowledge and the experience acquired at our schools are effectively applied to students' daily lives. TEACH Public Schools are innovative, dynamic, creative, and educationally enriching institutions of positive-driven learning, focusing on the individual student's needs rather than a one-size-fits-all focus on the "average" child. We believe that all children can learn when taught well and given an opportunity to thrive. We adhere to the thinking of philosopher G. Givhan, "What you pay attention to grows." By looking consistently at our students and the data of our practices, our teachers and students grow in their development and to great successes in the 21st century.

TAT's recent achievements include:

- In November 2016, TAT moved into a newly renovated long-term private facility purchased by TEACH, Inc. with \$12,530,000 in bonds from the California School Finance Authority (CSFA). Over the last three years, TAT has shared this new space with our TEACH "District" (central) office, TEACH HS and the new TEACH ES. The TEACH District office moved out of this space in June 2017, TEACH HS moved into its own new facility down the street, and at the end of 2018-19, the new TEACH ES moved to its own facility down the street. The TAT facility is thus now, finally, being used solely by TAT, which will enable us to grow student enrollment to 480 students in 2019-20.
- TAT was one of the first few South Los Angeles middle schools to gain a six-year full accreditation from the Western Association of Schools and Colleges (WASC), through June 30, 2022.
- TAT has been awarded several key grants, including a Kid Code Grant from the California Department of Education; a 21st Century Community Learning Center grant in partnership with Youth Policy Institute, funding Summer Camp, Before School and a Saturday program at TAT; an After School Education and Safety (ASES) grant for our after-school program, operated by After-School All Stars; and a grant from Project Lead the Way to increase technology integration at TAT.
- TAT's community partner, Asian American Drug Abuse Program (AADAP), provides free mental health, drug addiction and treatment support for families and students through its Gang Reduction Youth Development (GRYD) Zone grant.
- TAT is involved with the Constitutional Rights Foundation's Mock Trial program.

TEACH Public Schools recent achievements include the following highlights,

- In 2019, our third graduating class of seniors from TEACH HS had a 96% graduation rate (74 out of 77 seniors); our graduates had a 100% A-G completion rate. In 2018, we had a 100% four-year cohort

graduation rate (37 out of 37 students) with a 100% A-G completion rate. 100% of our graduating seniors in the past three years were admitted to college. Our graduates have been admitted to the following, among others: UC Berkeley, UCLA, Cornell University, several CSUs and UCs, Cal Poly San Luis Obispo, Colorado State University, Chapman University, San Diego State, Sonoma State, UMass Dartmouth, Tuskegee University, Washington State, and many more.

- On the 2018 California Assessment of Student Performance and Progress (CAASPP):
 - TEACH HS's 11th graders (the vast majority of whom previously were enrolled at TAT) were 62% Met/Exceeded in ELA and 15% Met/Exceeded in Math, significantly stronger than the nearest large traditional public high school, Washington Prep, which had 23% Met/Exceeded in ELA (a 10 percentage point drop from the prior year) and just 3% Met/Exceeded in Math. In other words, the longer students are enrolled in TEACH Schools, the stronger their mastery of content standards.
 - TAT's 5th to 8th graders were 22% Met/Exceeded in ELA, higher than all but one of the eight nearby "Resident Schools" identified by LAUSD for comparison purposes, and 7% Met/Exceeded in Math, higher than five of the eight nearby Resident Schools.
- TEACH enjoys close relationships with many local community organizations that benefit our students and their families. Some examples include:
 - **Constitutional Rights Foundation (CRF):** We are involved in a collaborative professional development program known as Teacher 2 Teacher (T2T). This program, funded by the Bill & Melinda Gates Foundation, is administered through West Ed to CRF for implementation. Professional development efforts focus specifically on two major strategies for teachers in secondary education: civil conversation and simulated role play. Teachers participate in professional development sessions on using these strategies and how to facilitate text-dependent, voice-inclusive civil engagement and judiciary activism. In addition, our students were able to access hands on experience through paid summer internships working for law firms, engineering companies and other similar professional environments through our connection with CRF.
 - **Hope Street:** Provides on-site educational, health and wellness, behavioral health, developmental, suicide prevention workshops and social services that support children and families.
 - **YMCA:** Last year, the YMCA provided discounted memberships to our students and hosted activities and games at their gym. They have invited our parents to discuss and share health concerns affecting the community such as high blood pressure, obesity, diabetes, etc.

TAT'S PERFORMANCE DURING THE CURRENT CHARTER TERM MEETS RENEWAL CRITERIA

Based on its specific record of performance, TAT has and will continue to meet the needs of the community it serves.

ACADEMIC PERFORMANCE DATA AND OTHER ABSOLUTE AND COMPARATIVE PERFORMANCE INDICATORS

According to current California law and District policy, a charter school "shall" meet the following criteria set forth in Education Code section 47607(b)(4) prior to receiving a charter renewal: TAT's academic performance is

at least equal to the academic performance of the public schools that the charter school pupils would otherwise have been required to attend, as well as the academic performance of the schools in the school district in which the charter school is located, taking into account the composition of the pupil population that is served at the charter school.

As noted in the Ed Code, “The determination made pursuant to this paragraph shall be based upon all of the following: (i) Documented and clear and convincing data; (ii) Pupil achievement data from assessments, including, but not limited to, the Standardized Testing and Reporting Program established by Article 4 (commencing with Section 60640) of Chapter 5 of Part 33 for demographically similar pupil populations in the comparison schools; (iii) Information submitted by the charter school.” (Cal. Ed. Code § 47607(b)(4)(B).

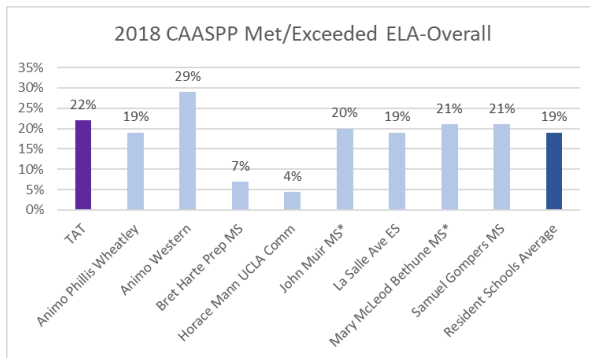
TAT is located at 10045 S. Western Ave, Los Angeles 90047. Not surprisingly, the majority of students reside in close proximity to our campus. Based on an analysis of the students’ residence addresses and the 2018-19 Data Set provided by LAUSD’s Office of Data and Accountability (ODA Data Set, 11/28/2018), the following table lists the top “Resident” district schools our students would otherwise be required to attend:

Schools	2018-19 Total Enrollment	%FRPL	%EL	%SpEd	%Latino	%Black	%White
TAT (5-8)	430	98%	26%	8%	67%	31%	1%
Animo Phillis Wheatley (6-8)	510	95%	20%	17%	54%	43%	1%
Animo Western (6-8)	626	96%	24%	16%	77%	21%	0%
Bret Harte Prep MS (6-8)	452	96%	25%	18%	73%	25%	1%
Horace Mann UCLA Comm (6-10)	432	82%	22%	29%	48%	51%	1%
John Muir MS* (6-8)	763	95%	20%	13%	86%	13%	1%
La Salle Ave ES (K-5)	385	96%	17%	11%	39%	59%	1%
Mary McLeod Bethune MS* (7-8)	976	96%	22%	14%	87%	12%	1%
Samuel Gompers MS (6-8)	428	98%	22%	23%	65%	33%	1%
Resident Schools Averages	572	95%	22%	16%	70%	28%	1%

(<http://dq.cde.ca.gov/dataquest/>)

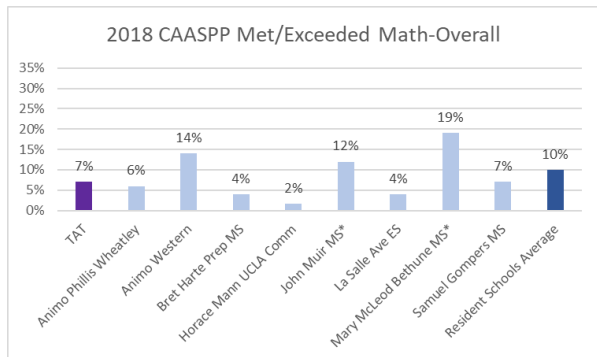
California Assessment of Student Performance and Progress (“CAASPP”) Results

On the 2018 CAASPP in English Language Arts (“ELA”), TAT’s performance (22% Met/Exceeded) was higher than all but one of the eight nearby Resident Schools, in some cases by a large margin (4%-21%). TAT’s students outperformed the Resident Schools’ average by three percentage points, (22% compared to 19%).¹



[\(http://dq.cde.ca.gov/dataquest/\)](http://dq.cde.ca.gov/dataquest/)

For math, TAT’s 7% Met/Exceeded rate is stronger or the same as five of the Resident Schools (2%-7%) and lower than three schools (12-19%).² When considering all students however, TAT’s performance looks stronger, as detailed below on the discussion of TAT’s DFS rates.

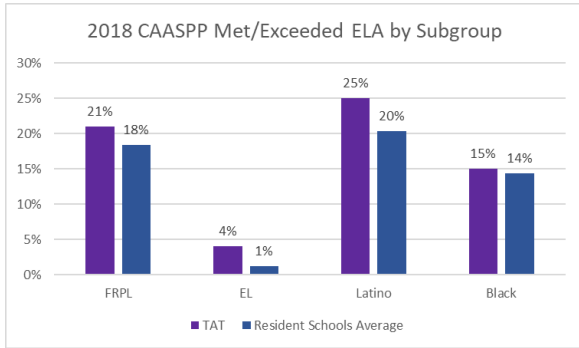


While not yet published by CDE, we are very pleased that preliminary results indicate that our students had strong performance on the CAASPP in 2019, with 26% Met/Exceeded in ELA (four percentage points growth) and 11% Met/Exceeded in Math (also a gain of four percentage points).

¹ The ODA Data Set also includes 19 “Similar” Schools to TAT, pulled from the California Department of Education’s 2012 demographics analysis. Based on more current demographics, some of these schools are rather dissimilar to TAT (e.g., 5% or lower African American enrollment, while TAT is 27.86%). In any event, TAT’s ELA Met/Exceeded rate of 22% matches the Similar Schools’ weighted average of 22% or median of 21%.

² TAT is also lower than the Similar Schools average of 13% or Median of 9.5%

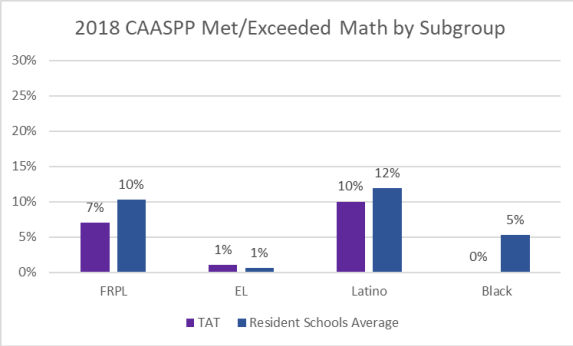
Our statistically significant subgroups have had strong performance against peer schools as well. Our economically disadvantaged students (98% of enrollment)



outperformed the Resident Schools’ average by three percentage points (21% compared to 18%). Our English Learners (26% of enrollment), while not where we want them to be, still outperformed the Resident Schools average for ELs (4% v. 1%). And both Latino (25%) and Black students (15%) outperformed their peers at the Resident Schools (5% and 1% respectively). We recognized that we have more work to do in closing the achievement gap, but are pleased to see our students are on track or outperforming their peers at neighborhood schools.

(<http://dq.cde.ca.gov/dataquest/>)

In Math, we have more room to improve. Our FRPL students were 7% Met/Exceeded compared to the Resident Schools’ FRPL average of 10%; ELs matched their peers at 1%, Latino students were 10% Met/Exceeded at TAT compared to 12% at the Resident Schools, and of most concern, our Black students were 0% in Math compared to an average of 5% Met/Exceeded at the Resident Schools. Please see “Areas of Challenges the School has Experienced” below for details on how TAT plans to combat our students’ challenges in Math – with a particular focus on subgroup disparities -- moving forward.



(<http://dq.cde.ca.gov/dataquest/>)

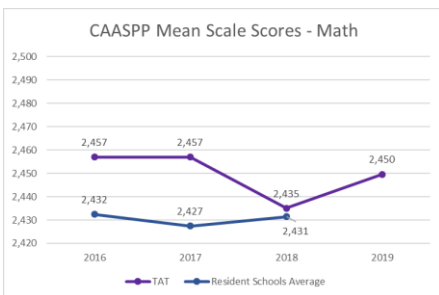
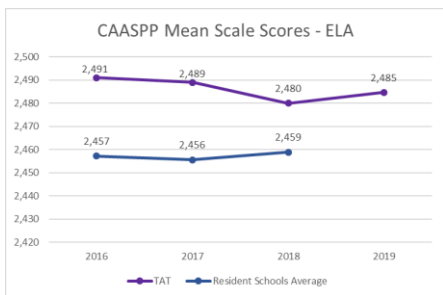
While not yet finalized/published, we are pleased that preliminary results for the 2019 CAASPP show that our statistically significant subgroups all made

gains in 2019 in both ELA and Math, gaining one to nine percentage points. (Internal data.)

2016-19 CAASPP Growth

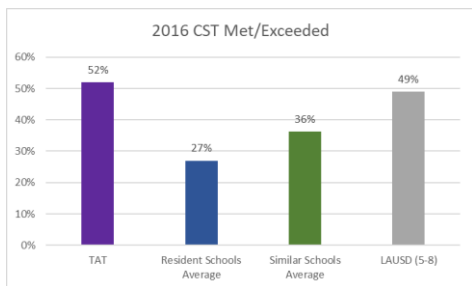
Like many schools, TAT has experienced some declines in the overall proficiency rates of our students as the new CAASPP test has been administered, evidenced by the Mean Scale Scores over time. We are pleased that the preliminary 2019 results indicate strong gains in Math especially, and note that even though the scores are still down slightly from a peak in 2016, they are still higher than the Resident Schools nearby.

(<http://dq.cde.ca.gov/dataquest/>)



2016 California Standards Test ("CST")

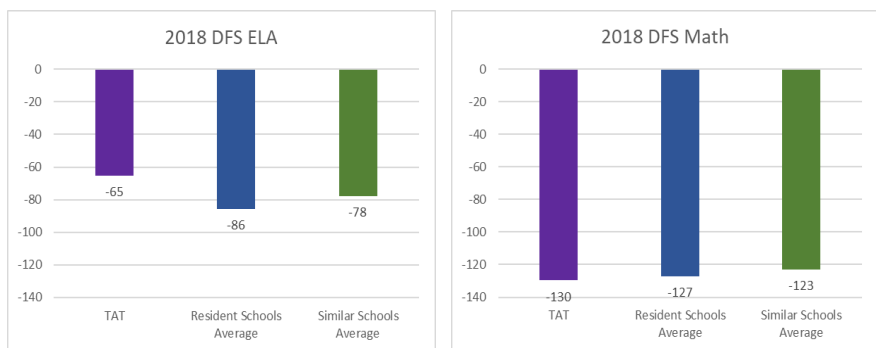
As we switch to the new California Science Test ("CAST"), the 2016-17 CST test scores are the most recent and reliable data for measuring science aptitude. TAT outpaced the Resident Schools average by 25 percentage points (52% compared to 27%), the Similar schools average by 16 percentage points (52% compared to 36%), and the District-wide average for 5th and 8th graders by three percentage points (52% compared to 49%).



(<http://dq.cde.ca.gov/dataquest/>)

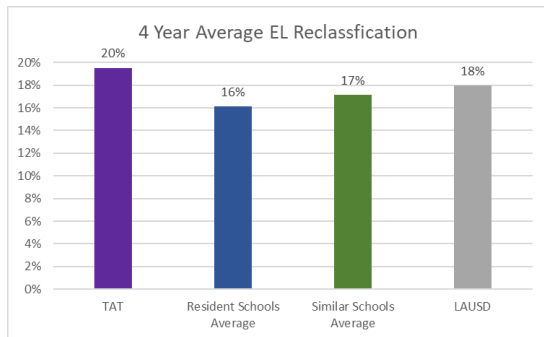
Difference from Standards (“DFS”)

Under the new California Dashboard system, “DFS” measures how far the average student is from meeting the grade-level standard, or the “Distance From Standard.” This provides a more holistic picture of where all the students in the school are, including those who did not meet the grade level standards. In ELA, TAT outperformed the Resident Schools’ average by 21 points (-65 compared to -86), and the Similar Schools’ average by 13 points (-65 compared to -78). In Math, TAT is on par with the average Resident Schools’ performance (-130 to -127), and just seven points behind the Similar Schools’ average (-130 compared to -123).



2016- 2019 English Learner Re-Classification Rates

In 2019, TAT reclassified 11% of our EL students; in 2018, that rate was 30%. As these rates can fluctuate significantly from year to year, we use a comparison of the EL reclassification rates averaged over the past four years of this charter term. TAT (20% average over four years) outperforms the Resident Schools’ average (16%), the Similar Schools’ average (17%), and the District-wide EL reclassification rate average (18%).



(<http://dq.cde.ca.gov/dataquest/>)

In three of the last four years, TAT's EL reclassification rate was stronger than all three comparisons (Resident Schools, Similar Schools and LAUSD):

	2019	2018	2017	2016
TAT	11%	30%	20%	16%
Resident Schools Average	22%	17%	14%	11%
Similar Schools Average	22%	20%	16%	12%
LAUSD	23%	20%	17%	12%

(<http://dq.cde.ca.gov/dataquest/>)

We also note, based on data provided in the ODA Data Set 11/28/2018 that TAT's percentage of Long-Term English Learners (LTELs) in 2017-18—16.5% -- was lower than all but one of the Resident (middle) Schools (16.1%-32.6% LTEL),³ and lower than 14 of the 19 Similar Schools (12.5%-29.4% LTEL), presumably because of our strong reclassification rates, even with these hard-to-serve long-term EL students. (ODA Data Set, 11/28/2018.)

CSD staff provided TAT with a revised ODA Data Set dated 8/22/2019 that includes 2018-19 data for LTELs, with both TAT and the Resident Schools and Similar Schools showing significant increases in the rate of LTELs. As noted by CDE on Dataquest:

Note: The 2018–19 determinations of Long-Term English Learners (LTEL) and At-Risk of becoming LTEL (AR-LTEL) reflect a significant one year increase in LTEL and AR-LTEL counts from previous years. These changes stem from having only one year of ELPAC data available in the 2017–18 academic year required for making LTEL and AR-LTEL determinations. Specifically, Education Code Sections 313.1(a)(1)(2) and 313(b)(1)(2) state that students for which the required testing data are not available shall not be excluded from LTEL or AR-LTEL determinations. Due to the one-year transition from the California English Language Development Test (CELDT) to the English Language Proficiency Assessments for California (ELPAC), two years of ELPAC data were not available to make these determinations as in prior years.

(<https://data1.cde.ca.gov/dataquest/longtermel/EverELType.aspx?cds=19647330122242&agglevel=School&year=2018-19>)

While TAT's 2018-19 LTEL rate increased to 35.5%, this is still lower than four of the seven middle grades Resident Schools (16.3% - 38.6%) and on par with the Resident Schools Median (33.1%); TAT's LTEL percentage is also lower than six of the 19 Similar Schools (16.3% - 40.5%) and not far from the Similar Schools Median (30.1%). (ODA Revised Data Set, 8/22/2019). As detailed later in this petition, TAT employs comprehensive and targeted strategies to serve the LTELs and At-Risk EL students we enroll as 5th and 6th graders, with our success evidenced in the EL reclassification rates discussed above.

³ The comparison elementary schools do not have students enrolled for enough years to be classified at LTELs.

Student Attendance Rate

TAT’s student attendance rates have been consistent and strong over the charter term, averaging 94%. (Internal data.)

Suspension/Expulsion Rate

We are quite proud that TAT *has had only four suspensions in the past four years – and none in the past two years - and zero expulsions over four years.* Our emphasis on restorative justice and conflict resolution has clearly played a role in the very positive school climate TAT has established, resulting in low suspension (<1%) and expulsion rates (0%). (See Element 10 for more information about these efforts.)

Year	2015-16	2016-17	2017-18	2018-19
Suspension number	2	2	0	0
Suspension rate	0.7%	0.6%	0.6%	0%
Expulsion number	0	0	0	0
Expulsion rate	0.0%	0.0%	0.0%	0%

(<http://dq.cde.ca.gov/dataquest/>; Internal Data)

Our low suspension and expulsion rates are below both LAUSD and State averages:

Rate	Los Angeles Unified			State		
	2015-16	2016-17	2017-18	2015-16	2016-17	2017-18
Suspensions	0.93	0.80	0.80	3.65	3.60	3.50
Expulsions	0.02	0.02	0.020	0.09	0.09	0.08

(<http://dq.cde.ca.gov/dataquest/>)

LAUSD Charter Schools Division Annual Oversight Report

TAT has received positive Annual Oversight Visit reports with staff from LAUSD’s Charter Schools Division (CSD). In our most recent Oversight Visit Report, dated 11/6/2018, we received the following ratings:

SUMMARY OF RATINGS (4)=Accomplished (3)=Proficient (2)=Developing (1)=Unsatisfactory			
Governance	Student Achievement and Educational Performance	Organizational Management, Programs, and Operations	Fiscal Operations
3	3	3	2

(Annual Oversight Visit Report, 11/6/2018.)

CSD staff noted several “Areas of Demonstrated Strength and/or Progress:”

Governance

- **Governance Structure and School Leaders:** The Governing Board has substantially implemented the organizational structure set forth in the approved charter, including mandated committees/councils.

- **Brown Act:** The Governing Board complies with most material provisions of the Brown Act. Evidence of Brown Act training TPS governing board members on 11/2/18; also included were board calendar, agendas and minutes.
- **Data-Based Decision Making:** The Governing Board monitors school performance and other internal data to inform the decision making. Binder included evidence of monthly board reports 11/2/18; Dashboard report; review of attendance/enrollment/grades/and suspension.

Student Achievement and Educational Performance

- **SBAC Schoolwide ELA:** The school wide performance of students who Met and Exceeded Standards in grade levels served by the school on the SBAC in ELA is similar to the Resident Schools, 21.80 compared to Resident School Median of 20.50%
- **English Learner Reclassification:** The school reclassifies English Learners at a rate higher than the Resident Schools, 29.9 compared to the Resident School Median of 15.7%
- **Long Term “English Learners:** The school’s percentage of LTELs is at rate lower than the Resident Median, 16.5% compared to 25.7%.

Organizational Management, Programs and Operations

- **School Safety and Operations:** The school has a well-developed system in place to ensure protection of student and staff health, and compliance with applicable charter requirements. Review of binder materials included visitor policy; Comprehensive school safety plan; Compliance Document; emergency drill data worksheet; emergency drill evacuation plan; exit traffic patterns;
- **Health and Safety:** COO; verification that for the 2017-18 school year 280 student screenings were completed for vision, scoliosis, audio screening. Offer of special health education program on family life and growth development requiring parent consent; state mandated Epipen training provided for the 2018-2019 school year.
- **Standards-Based Instruction:** The school has substantially implemented grade-level-appropriate standards-based instruction in accordance with the California academic content standards, including the CA CCSS. Teachers submit weekly lesson plans that includes standards, objectives, and study team-teaching strategies; pockets of questions for students to answer; essential questions for the unit students will learn; how students will prove that learning has occurred; binder included WASC accreditation verification. The school was granted a 6-year accreditation status with a mid-cycle two-day visit.
- **School Climate and Student Discipline:** The school has a highly developed school climate and student discipline system in place that is aligned with the principles of the Discipline Foundation Policy and School Climate Bill or Rights. Schoolwide focus on character development; front of the school has the pillars posed. The focus is on dignity; self-discipline; respectful behavior; hard work; cooperation; kindness; integrity; creative problem solving; persona and community responsibility; fairness; Binder also included responding to behavior and Keeping Safety in Mind; behavioral expectations; matrix of school wide expectations; classroom discipline steps; disciplinary referral form; Kickboard Introduction for Students that nurtures the whole child in a safe and positive environment. The school indicated that it accomplishes this by meeting each student’s physical, and social emotional needs; Stop and Think

Reflection Sheet emphasizes productive, polite, prompt and prepared. TAT's 2017-18 suspension rate was 0.6%, which reflects a decrease from the previous year's rate of 1.6%

- **Professional Development:** The school has implemented a professional development plan for teachers and other staff that supports instructional practices, targets identified needs, and aligns with the education program set forth in the charter. . . . Binder includes a draft yearlong Wednesday professional development calendar. Some topics include 1) phone call to failing students ['parents]; 2) walkthrough goals and objectives; technology integrations; classroom culture; CPM training; PBIS training from LACOE; school provided evidence of LACOE training.

Fiscal Operations

TAT's fiscal condition is positive and has been upward trending since the 2016-17 fiscal year. According to the 2017-18 independent audit report, the school had positive net assets of \$1,959,876 and net income of \$208,239.

(LAUSD CSD Annual Oversight Visit Report, November 6, 2018.)

LAUSD BENCHMARKS

As reported by the CSD in its "Early Renewal Letter" to TAT on February 13, 2019, **TAT has Met all three of its assigned benchmarks:**

The school's current assigned benchmarks are:

1. Implementation of English Learner Reclassification and Reporting the school will increase its reclassification of English learners at a rate comparable to the District's rate of reclassification. **[Met.]**
2. The school's administration must consistently implement and regularly monitor all targeted intervention programs designed for African American, Latino, English Learners, and Socioeconomically Disadvantaged subgroups to ensure that these subgroups meet or exceed the annual targets as determined by the CDE through the CAASPP (SBAC) assessment system. **[Met.]**
3. The school will provide a description to the Charter Schools Division of the School's system for accurate and timely reporting of reclassification in CALPADS in alignment with CALPADS submission windows each year of the charter term. **[Met.]**

For the 2017-2018 and 2018-2019 the school MET three of the three board benchmarks.

(Letter from Gina T. Hughes, Ed.D, CSD Specialist, to TEACH Academy of Technologies, Feb. 13, 2019.)

SUCCESS OF THE KEY FEATURES OF THE EDUCATIONAL PROGRAM

As detailed above, TAT is successfully meeting the needs of our students and families in the Westmont/Gramercy Park community, as indicated across a variety of measures. Our goal at TAT is first and foremost to prepare ALL students to graduate from high school ready for success in college. Additionally, TEACH Public Schools aims to help students acquire the attitudes, knowledge and skills that contribute to effective learning in school and in life, to help students understand the relationship of academics to professional life, and to discover knowledge of self to make informed career decisions.

As part of TEACH Public Schools, TAT offers a rigorous, college-preparatory curriculum with an emphasis on individual mastery of standards-aligned learning objectives. Through character education, literacy, project-based learning, technology integration, and differentiated instruction based on teachers' continuous review of student assessment data, each student is challenged to grow and learn, with high expectations for success. Each student has a Personalized Educational Plan (PEP) that details specific goals and objectives for the quarter, based on benchmark achievement data. Using a standardized template, teachers and students review initial data (NWEA MAP, UCLA and SBAC assessments) to discuss and springboard a conversation on growth and goal-setting for the upcoming term. The PEP is tailored to each student's academic journey, goals and motivations within a framework that records, monitors, and offers feedback as change occurs. PEPs aim to facilitate greater student agency by providing a framework to help learners set, plan, strategize and persist toward their academic goals. The PEP is the primary document to record progress, as well as to record annual commitments formed by the student, the student's parent(s), and teachers. Students maintain digital portfolios and learn to evaluate their own learning and progress.

Curriculum is current in educational research, thinking, and application. Curriculum is learner-centered, supports schoolwide performance goals, and development of the whole child. Through implementation of the Backward Design method coupled with a technology-aligned approach, differentiation of instruction, and with appropriate intervention, enrichment, and a strong program of support, each student is led towards standard mastery. Results of assessments are reviewed during data conversations during Professional Learning Community (PLC) meetings. Teachers use data to drive instruction, adjusting pacing and utilizing flexible grouping based on data (see Element 2/3 for more information on the use of data to drive instruction). Parents (and students) receive monthly progress reports with formal report cards issued twice annually. Students are expected to demonstrate that they can integrate knowledge, skill, and analysis to produce authentic work through project-based learning, synthesizing information across disciplines to produce essays, performances, debates, staged conferences, presentations, and community service projects. Technology is integrated through the program at all grade levels, with online curriculum and assessments, and use of tech-based tools such as digital textbooks and online interactive curricula, Google classroom, smartboards, and programs such as Khan Academy to research, create, produce and record learning.

Beyond academics, TEACH Public Schools hold high expectations for students' character development. Each month, students focus on a character pillar from our Essence of Commitment program (see below for full details on this program). Enrichments during the school day and an engaging after-school program support students' growth in the arts, technology, sports and physical activities. Student clubs are established based on student and teacher interests, and may include basketball, volleyball, soccer, journalism, mock trial, robotics and more.

Our whole child approach includes a focus on the long-term development and success of our students through community partnership and collaborative action. TAT has a collaborative partnership with Hope Street Family Center, a community program of California Hospital Medical Center that provides in-home and on-site educational, health wellness, behavioral health, developmental, and social services that support children and families. (hopestreetfamilycenter.org). Hope Street maintains a South LA office that is co-located with TEACH Public Schools' central office, and provides therapists who work exclusively with TEACH schools and families, all at no cost to TEACH or our families. Similarly, MALDEF conducts weekly parent/community seminars at our central office on topics such as college readiness, all at no charge.

TAT, like its sister schools, is a small school where every student is known individually by multiple caring adults. TAT is meeting the intent of the Charter Schools Act of 1992 to improve pupil learning; create new professional opportunities for teachers through PLCs and outside professional development; and provide parents and pupils with expanded choices in education. TAT has established an accountable model of innovation with teachers who meet all state and federal standards and work collaboratively in a data-driven approach to ensure success for each student, differentiating instruction, leveraging tech-based tools, and offering meaningful opportunities for deeper, interdisciplinary project-based learning. At TAT, *every* student is expected to succeed. TEACH believes that all children can learn if taught well and given opportunity. It is expected that prior cultural experiences and academic achievement pose no enduring challenge to successful learning that leads toward proficiency. In this design for learning, students of South Los Angeles and their families are able to see a ray of hope.

SUCCESS OF THE SCHOOL'S EDUCATIONAL PROGRAM IN MEETING THE SPECIFIC NEEDS OF ITS STUDENT POPULATION

As evidenced by the data and external reviews detailed above, TAT is a great success. While our organization is committed to continuous improvement and constant self-reflection, we are incredibly proud of our success to date and the lives we are helping to change in this community.

AREAS OF CHALLENGE THE SCHOOL HAS EXPERIENCED AND HOW THEY HAVE BEEN/WILL BE IMPROVED

FACILITIES: As mentioned above, and like many charter schools, TAT has struggled to have enough facilities to accommodate our growing program, despite moving into a private facility in 2016 that was purchased by TEACH, Inc. with funds via the Charter School Facility Grant Program and bonds from the California School Finance Authority. While the facility has a capacity of 500 students, in recent years, TAT has shared this private facility at 10000 S. Western Avenue with TEACH's District office, TEACH HS, and our new elementary school. Starting in 2019-20, TAT will have enough classroom space to accommodate up to 500 students at our facility on Western, as TEACH HS has now moved to its own facility nearby, and TEACH Elementary School has moved down the street located 8505 S. Western Ave. Los Angeles, CA 90047.

ACADEMIC ACHIEVEMENT: Academic challenges during this charter term have been largely attributed to challenges we have had with teacher hiring, particularly in hiring qualified and experienced math teachers, a common challenge among secondary schools across the State.⁴ Between 2016-2018, we relied on 1st and 2nd year teachers and Teach for American teachers for our math classes, which has not been ideal. In 2018-19 we hired a Math Curriculum Coordinator in the home office to support all of our schools. She has helped make improvements to our math program via intensive teacher coaching, data analysis, testing coordination and providing direct student instruction. We already are seeing results from this work, with an increase in TAT's Math proficiency rates in 2019 (from 7% in 2018 to 11% in 2019).

We have redoubled our efforts to provide timely intervention and support for our subgroup populations to help narrow any achievement gaps and increase overall achievement for all students on state testing. In 2017-18, we began diagnostically assessing all of our students using the UCLA Math Placement Diagnostic Test (MPDT). Data provided by this tool uncovered number sense gaps across skills and grade levels. This created an instant pathway to small group intervention as lead by our teachers in collaboration with our teacher aides. We have an aide in

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<https://edsource.org/2018/californias-persistent-teacher-shortage-fueled-by-attribution-high-demand-say-newly-released-studies/602654> ("In 2016-17, more than 12,000 provisional intern permits, limited assignment teaching permits, waivers and intern credentials were issued in California. About half of these went to math, science and special education teachers — subject areas with the most acute shortages, according to the research.");

<https://ce.fresno.edu/news/the-california-teacher-shortage-is-getting-worse> ("Positions with the worst shortages included teachers for math, science, special education, bilingual and career technical education. . . . [T]eachers with less "quality preparation" are more likely to leave a job within two or three years. That means more financial costs to the school in trying to recruit teachers (an estimated \$20,000 is needed to replace every position that a teacher leaves). More importantly, this leads to lower student achievement. The impact is especially felt in low-income school districts and among minority students.").

every math classroom, a balanced Math curriculum with CPM, an online math program (Dreambox) that provides individualized, adaptive pathways to math proficiency and understanding, and a benchmark assessment suite (Illuminate) that is aligned to state content standards and the CAASPP/SBAC tests. Through our math program, many of our students are for the first time experiencing math as a set of interrelated ideas rather than just “answer getting,” thus we are working to develop their conceptual understanding.

We have increased technology integration on campus to ensure students are more comfortable participating in online assessments. We also are using the CAASPP Interim Assessment Block (IAB) and Interim Comprehensive Assessments (ICA) in both ELA and Math to measure student progress bi-weekly. This helps our teachers track student performance and growth, and also helps our students build a level of comfort with the CAASPP online assessments.

Our numerically significant subgroup population, including students with disabilities and English Learners are now receiving additional support in math through SBAC pullout taught by the Math Coordinator during an intervention block that is embedded in the school day, as well as push-in SBAC support during math classes. In addition to school-wide intervention, Saturday academy is being provided for all learners in ELA and Math and serves an average of 150 students a session.

Professional development is provided weekly to support teacher planning, data analysis, and our work towards a rigorous balance between conceptual learning and procedural learning. TAT additionally has increased teacher coaching with an additional administrator to coach and provide weekly feedback on lesson design and engage in co-planning with teachers.

With the facility now devoted solely to TAT, and increased support from our home office along with ongoing professional development and coaching efforts with the faculty, we are confident TAT will continue to strengthen and build upon the strong foundation we have established.

STUDENT POPULATION TO BE SERVED

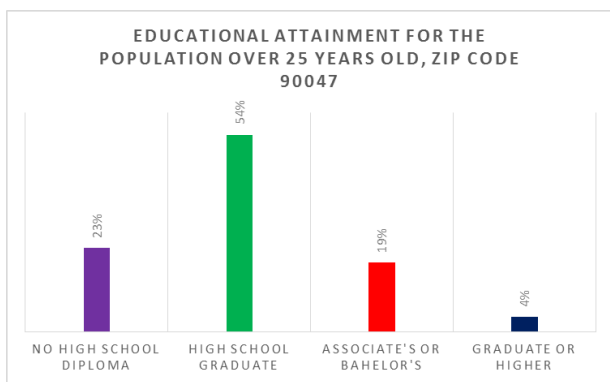
TARGET POPULATION

TAT serves students in grades 5-8, and mainly draws enrollment from the Westmont/Gramercy Park and neighboring communities. TAT’s 2018-19 enrollment included 67.0% Hispanic/Latino, 31.2% African American; 98.4% FRPL, 25.8% EL, 8.1% SpEd and 1.4% foster/homeless youth.

Having served this community for eight years, we understand the challenges children and families in the area face. According to the L.A. Times’ Community Mapping data, Westmont ranked 37th for the rate of violent crimes and Gramercy Park ranked 8th out of 209 neighborhoods tracked by the L.A. Times, with 102 violent crimes committed in the 1.84 square mile Westmont community in just six months, and 105 violent crimes in the 1.13 square mile Gramercy Park in the same period. This included three homicides, one reported rape, and 134 reported cases of aggravated assault. In that same time period, Gramercy Park ranked 36th out of 209 for the rate of property

crimes; there were 334 property crimes in these two neighborhoods – covering just three-square miles -- over six months.

More broadly, zip code 90047 (which includes both Westmont and Gramercy Park) is predominantly African American (66%), with approximately one-third of residents Hispanic/Latino (32%) and a very small percent of White and Asian residents. *factfinder.census.gov* Adult residents in the community have a particularly low level of educational attainment, only 23% of residents of zip code 90047 have attained a two-or four-year college degree or higher, while the same percentage has not completed high school (23%).



2011-15 American Community Survey. *factfinder.census.gov*

More locally, in Westmont only 5.7% of adult residents over 25 have a four-year college degree; in Gramercy Park 14.9% of adult residents have a four-year degree.⁵

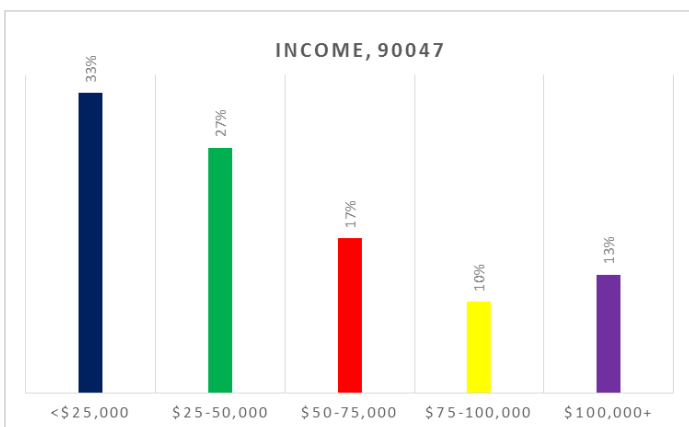
Given that 77% of the community’s adults have not attended any college, it is not surprising that this area is predominantly low-income – **28% of families with children under 18 in zip code 90047 lived below the federal poverty line; in 2019, the federal poverty line for a family of four is \$25,750.**⁶ Notably, according to Living Wage Calculator, a project of Dr. Amy K. Glasmeier, Professor of Economic Geography at MIT, a family of four in Los Angeles with two working adults needs to earn \$81,148 annually to be self-sustaining (not needing public assistance) in Los Angeles.⁷ This equates to \$19.51/hour per adult; the federal poverty line rate equates to just

⁵ 2018. *Los Angeles Times*. Mapping L.A.: Westmont. Accessed on August 28, 2019. <http://maps.latimes.com/neighborhoods/neighborhood/westmont/>; 2018. *Los Angeles Times*. Mapping L.A.: Neighborhoods. Accessed on August 28, 2018. <http://maps.latimes.com/neighborhoods/neighborhood/gramercypark/>.

⁶ US Department of Health and Human Services. U.S. Federal Guidelines Used to Determine Financial Eligibility for Certain Federal Programs. Accessed on August 28, 2018. <https://aspe.hhs.gov/poverty-guidelines>

⁷ Massachusetts Institute of Technology. Living Wage Calculator for Los Angeles County, California. Accessed on August 28, 2018. <http://livingwage.mit.edu/counties/06037>.

\$5.00/hour. In other words, as many as 77% of families in this zip code are living in poverty based on the economic realities of the area. Notably, the ratio of households with children under age 18 in Gramercy Park is high for the City of LA, with 36% of families in Westmont and 22% of families in Gramercy Park headed by a single parent.⁸



2011-15 American Community Survey. *factfinder.census.gov*

This community data parallels the enrollment of our school. As evidenced by crime, income and other data from the surrounding community, we know our students face significant challenges outside of school: significant poverty, high crime rates, gang involvement/gang activity in their neighborhoods, drug and alcohol use, and more. The typical student attending TEACH Public Schools comes from a socioeconomically marginalized community where low student achievement and low expectations are entrenched. As evidenced above, they come from low income families where educational attainment is minimal, and most of our students need deep academic intervention. Our small school setting is a welcome alternative for our families who seek a more personalized environment for their children.

The vast majority of our parents do not possess a college degree and most of our students will be the first to graduate and attend college. Many of our families struggle at times with providing daily necessities for their children due to extreme poverty, with overcrowded housing common. TEACH provides the safety and security to help our students dig deep and focus on their goals to achieve their success.

⁸ 2018. *Los Angeles Times*. Mapping L.A.: Westmont. Accessed on August 28, 2019. <http://maps.latimes.com/neighborhoods/neighborhood/westmont/>; 2018.

ENROLLMENT PLAN

While we cannot with 100% accuracy predict enrollment for each year, for purposes of planning our budgets and operations conservatively, the following are our enrollment projections for the term of this charter:

Grade Levels	Year 1	Year 2	Year 3	Year 4	Year 5
5	50	50	50	50	50
6	140	150	150	150	150
7	140	140	140	140	140
8	120	140	140	140	140
Total	450	480	480	480	480

GOALS AND PHILOSOPHY

TEACH Public Schools are innovative, dynamic, creative, and educationally enriching institutions of positive-driven learning. Positive-driven learning is an approach to education that draws on positive psychology's emphasis of individual strengths and personal motivation to promote learning. Unlike traditional school approaches in which teachers attempt to tailor their material to a mythical "average" student, and move the class all together using the material through one teaching and testing style, positive-driven learning teachers use techniques that focus on the well-being of individual students. At TAT, teachers use methods such as developing tailored goals for each student to engender learning, and working with each student to develop the plans and motivation to reach their goals. Rather than pushing students to achieve at a set grade level, seen through the emphasis of standardized testing, this approach attempts to customize learning goals to individual students' levels. Instead of setting students to compete against one another, learning is viewed as a cooperative process where teachers learn to respect their students and each student's input is valued.

We believe that all children can learn when taught well and given an opportunity. We adhere to the thinking of philosopher G. Givhan, "What you pay attention to grows." By looking consistently at our students and the data of our practices, our teachers and students "grow" in their development and to great successes in the 21st century.

MISSION

TAT is committed to providing students with the tools for personal and academic success in a safe, technologically-focused learning environment.

VISION

TAT strives to foster a community of critical thinkers and life-long learners who use technology to transform our world.

School-wide learner outcomes include:

- (1) Prepare students for academic success in high school; as well as, post-secondary education,
- (2) Prepare students to be responsible and active participants in their community, and

(3) Enable students to become life-long learners.

Staff and teachers work relentlessly to make sure through our classroom instructions, positive relationship building, and with our character pillar education our students upon matriculating from TAT:

1. **Think Critically:** Students apply tools (analyzing data, science inquiry, and reasoning skills) to formulate ideas and solve problems.
 - Students formulate problems and come up with hypotheses.
 - Students identify information needed to solve problems.
 - Students evaluate and critically analyze multiple sources of information.
 - Students recognize and understand the need for academic, personal, and career growth.
2. **Work Collaboratively:** Students work in cooperative situations and create solutions to challenges presented to them.
 - Students participate in solution-driven group activities in a variety of educational and social settings
 - Students collaborate with other peers to complete assignments and solve problems effectively
3. **Communicate Effectively:** Students clearly convey information to people clearly and simply and is able to organize their data and findings.
 - Students demonstrate ability to read, comprehend, and articulate complex texts.
 - Students relay information and data in meaningful ways.
 - Students listen to others and provide constructive and appropriate feedback to their peers.
 - Students demonstrate ability to appropriately use technology in a variety of forms.
4. **Be Civic Minded:** Students show concern for others and the community they serve.
 - Student demonstrate responsible work ethics by understanding deadlines and due dates.
 - Students demonstrate academic integrity and honesty.
 - Student accepts personal responsibility and keeps accountable in all circumstances.

AN "EDUCATED PERSON" IN THE 21ST CENTURY

"The sky is not falling today, but it might be in fifteen or twenty years if we don't change our ways, and all signs are that we are not changing, especially in our public schools."

--Thomas L. Friedman, The World is Flat (2005)

As the world becomes increasingly connected and interdependent through rapid advances in technology, transportation, manufacturing, and communication, it is clear that the educated person in the 21st Century must

have the critical thinking skills necessary to engage in continuous learning – essential for adaptation to the constantly changing economic and social environment of tomorrow. Today’s students will enter a workforce that places heavy demands on collaboration, creativity, negotiation, responsive planning, and organization. Thus, the educated person must not only value academic pursuits such as reading, writing, and mathematics, but also community interests and a respect for cultural diversity. The educated person must use knowledge and skills to analyze situations, formulate questions and ideas, and creatively present findings. Exercising such skills enables the educated person to perform well in the economic workforce and to become an active participant in the diverse global community.

In recent years, researchers, policymakers, and educators have come to agree that to prepare students for this future, school-based instruction needs to move beyond the “three R’s” of reading, writing and arithmetic. New content standards (e.g., California Common Core State Standards (CA CCSS), Next Generation Science Standards (NGSS)) emphasize thinking and learning competencies across all grade levels and subject areas. These standards outline essential practices of critical and analytic thinking, creative problem-solving, collaboration, and communication to accompany content-area instruction, and call for students to be provided with ongoing opportunities to apply deep thinking skills and to connect school-based learning to their own lives and current issues facing the world.⁹

While these aptitudes of course necessarily depend on a foundational knowledge base that is detailed in state content standards, we believe the strongest value in education is learning *how* to learn. To thrive in this new world of interconnectivity, our children also need to learn critical social and collaboration skills, technology proficiency, and a love of learning. Our belief in an educated person of the 21st century is aligned with the work of the Partnership for 21st Century Skills (p21.org), and include:

- Respect and appreciation for diversity.
- A solid foundation in the core academic skills, as outlined in the state curricular standards.
- The ability to think critically and creatively, be curious, and use a variety of strategies to solve problems with persistence.
- The ability to work both independently and cooperatively and adapt to new situations.
- The ability to navigate media and technology to obtain, synthesize, and analyze a variety of information with a critical eye.
- The ability to communicate confidently, both orally and in writing, with people of all ages and backgrounds.
- Personal integrity, morality, self-motivation and self-esteem, and the skills and willingness to engage in the responsibilities of citizenship.

We know that all students, regardless of the background, experience and challenges they may bring to school, can successfully learn at high levels. We believe all students have a right to high expectations and quality, college-preparatory instruction. We agree with Friedman (quoted above) that preparing today’s students for 21st Century

⁹ Larmer, J., & Mergendoller, J.R. (2015, April 21) [Web log post]. Gold standard PBL: Essential project design elements. Retrieved from http://bie.org/blog/gold_standard_pbl_essential_project_design_elements.

life is best accomplished through instilling curiosity, love of learning, discernment, creativity, and interdisciplinary thinking that will serve them well in the “real world.”

HOW LEARNING BEST OCCURS

The National Assessment of Educational Progress (NAEP), Scholastic Aptitude Test (SAT), and American College Test (ACT) consistently demonstrate gaps in performance between students by race and income. African-American, Latino/a, Native American and low-income students demonstrate lower performance than their white, Asian, and economically advantaged peers.¹⁰ The TEACH development teams have studied examples of effective practices that have worked to close this achievement gap.

TAT incorporates the following recommendations from Kati Haycock, director of Education Trust:¹¹

- Have uniform standards: TAT has clear and high expectations of all students that fully align with the Common Core State Standards.
- Make the curriculum challenging: Rigorous curriculum is organized around major concepts that students are to know deeply.
- Help students catch up: A personalized environment and regular assessments ensure that no students fall behind. Extra support before and after school is given to those students in need.
- Provide good teachers: All TAT core subject teachers have an appropriate credential in their subject matter based on federal and state requirements. In addition, regular planning and professional development time allows teachers to improve their practice.

Young people want to make a difference in their families and communities and they value experiences that empower them to do so.¹² Learning must both reflect students’ lives and expand their understanding to encompass a global perspective. Schools must provide opportunities for students to develop personal responsibility, self-management of their own learning, and practice democratic principles. They must celebrate authentic accomplishments; as well as, cultural and individual diversity in an environment of tolerance and respect. These concepts are the foundation of the TAT model.

We believe that students learn best when situated within the context of an educational program that understands students as complex, unique, and individual, and views learning as an ongoing process that is active, dynamic, and developed and expressed through a variety of means and pathways.¹³ We believe strongly that when learning is socially constructed and students are actively engaged in “doing” while they learn, they access and create knowledge about their world in the most powerful, effective, and important ways.

¹⁰ Hernandez, D.J., “How Third-Grade Reading Skills and Poverty Influence High School Graduation,” Annie E. Casey Foundation, 2011.

¹¹ Hayock, K., Rowan, A., & Hall, D. (2010, January). Gauging Gaps: A Deeper Look at Student Achievement. *The Education Trust*, 1-11.

¹² Basch, C. E. (2010, March). Healthier students are better learners: A missing link in school reforms to close the achievement gap. *Equity Matters*, 6.

¹³ Moran, S. 2009. “Purpose: Giftedness in Intrapersonal Intelligence.” *High Ability Studies* 20 (2): 143–159; Richardson, V. (2003). The dilemmas of professional development. *Phi Delta Kappan*, 84, 401–406.

We believe that learning potential is not predetermined or fixed, and instead align our beliefs with the concept of “growth mindset,”¹⁴ which views all students and individuals as capable of learning and progress. To this end, all students at TAT are guided to learn about themselves and work explicitly on developing essential skills and dispositions of lifelong learners. Across grades and classrooms, teachers guide students to intentionally cultivate and apply meta-cognitive skills that allow them to understand for themselves how they learn best, and students also learn how to set personal goals for growth and achievement via their PEPs and how to identify and take on strategies that help them maximize their own potential for learning and success.

Teachers explain to students what a personalized educational plan is and why it is important. Students develop and implement their ongoing personalized educational plan in collaboration with the school’s Counselor and Advisory teacher. Students determine what they are interested in and set goals by researching various colleges on Naviance. During Advisory, students explore their personal options and their strengths, and both the Counselor and Advisory teacher keep track of how students are doing through regular check ins.

We believe that students learn best when they are challenged by clear and high expectations and supported by a caring community.¹⁵ We believe students best learn when they are excited by education that is meaningful and dynamic. At TAT, students are motivated by learning that requires them to problem solve and collaborate.

We believe students learn best when they have an opportunity to form meaningful relationships with teachers, administrators, peers, and the surrounding community.¹⁶ They thrive in an environment where teachers, parents, and students work collectively to set goals and celebrate achievements.

We believe that hands-on, project-based learning that is interactive, engaging and meaningful is a way for teachers to facilitate deepen learning experiences for each student. “[T]o understand is to discover, or reconstruct by rediscovery, and such conditions must be complied with if in the future individuals are to be formed who are capable of production and creativity and not simply repetition.”¹⁷ As Paulo Freire stated in *Pedagogy of the Oppressed*, “In the banking concept of education (a model that treats students as receptacles which simply receive knowledge), knowledge is a gift bestowed by those who consider themselves knowledgeable upon those whom they consider to know nothing. Projecting an absolute ignorance onto others, a characteristic of the ideology of oppression, negates education and knowledge as processes of inquiry. Banking education treats students as objects of assistance; problem-posing education makes them critical thinkers.”¹⁸ A 2005 report highlights that

¹⁴ Dweck, C. S. (2006) "Mindset: The new psychology of success." New York: Random House.

¹⁵ Achieve. (2011, February). *Closing the expectations gap: Sixth annual 50-state progress report on the alignment of high school policies with the demands of college and careers*. Washington, DC: Author. Retrieved from <http://www.Achieve.org/ClosingtheExpectationsGap2011>

¹⁶ See, e.g., Hughes, J., Cavell, A. and Willson, V., *Further Support for the Developmental Significance of the Quality of the Teacher–Student Relationship*, *Journal of School Psychology*, July-Aug. 2001.

¹⁷ Piaget, To Understand is to Invent, 1973.

¹⁸ Freire, P. *Pedagogy of the Oppressed*: Chapter 2. Accessed on August 28, 2018. <http://sfr-21.org/pedagogy/pedagogy.html>.

project-based learning is beneficial because it engages students in problem-solving and teamwork.¹⁹ Satchwell and Loepp indicate that students learn best when they are involved in constructing their own knowledge of the world around them.²⁰ We integrate project-based instructional approaches across the curriculum. We believe that learning how to think and learning subject matter content are not separate processes, but rather are best developed within an authentic context. In a thinking curriculum, skills are best acquired in the context of meaningful learning experiences that build on a child's interests.

We believe in ensuring that each student is able to access meaningful, respectful content that targets their zones of proximal development.²¹ At TAT, teachers collaboratively plan lessons that accommodate different learning needs and styles through the guiding principles and practices of backwards planning and Strategic Design for Student Achievement, including differentiating instruction for individual learner needs (see Instructional Methods and Strategies, below). These research-based approaches for planning and instruction allow teachers to maintain rigor and high expectations for learning with heterogeneous groups of students through close monitoring and attention to individual student strengths and challenges, embedded choices for means of representation and engagement with content, and an explicit focus on developing personal responsibility for learning and higher-order thinking skills focused on deep understanding.²²

We believe that student learning best occurs in classrooms with teachers who approach their own work as lifelong learners with a growth mindset; our professional learning community (PLC) structure for teachers facilitate continuous teacher growth.²³ We also believe learning occurs best when teachers are highly qualified, prepared, and collaborate with one another regularly. Teacher collaboration occurs during weekly grade level PLCs and weekly vertical articulation across grade levels. Teachers are prepared through weekly PDs, summer PD, and In-service training days throughout the school year. Research supports the importance of effective teachers with a

¹⁹ Fortus, D., Krajcik, J., Dersheimer, R. C., Marx, R. W., & Mamlok-Naamand, R. (2005). Design-based science and real-world problem solving. *International Journal of Science Education*, 855–879

²⁰ Satchwell, R., and Loepp, F. L. (2002-Spring). Designing and Implementing an Integrated Mathematics, Science, and Technology Curriculum for the Middle School.

²¹ McTighe, J., & Brown, J. L. (2005). Differentiated instruction and educational standards: Is detente possible? *Theory Into Practice*. 44(3), 234–244; Tomlinson, C. (1999). Mapping a route toward differentiated instruction. *Educational Leadership*, 57(1), 12-16.

²² Kapsnick, R. & Hauslein, C.M. 2001. "The 'silver cup' of differentiated instruction. *Kappa Delta Pi Record*, 37(4); Tomlinson, S. (2007). Ruthless Assessment in a Post-Welfare U.K. Society. In Sleeter, C. E. (Ed), *Facing Accountability in Education – Democracy and Equity at Risk* (pp. 172-187). New York, New York: Teachers College Press; Wiggins G., McTighe, J. 2008. *Understanding by Design*. Alexandria, Va., Association for Supervision and Curriculum Development.

²³ Borko H., Jacobs J., Koellner K. (2010). Contemporary approaches to teacher professional development. In Peterson P., Baker E., McGaw B. (Eds.), *International encyclopedia of education* (Vol. 7, pp. 548-556). Oxford, England: Elsevier; Desimone, L. M. (2011). A primer on effective professional development. *The Phi Delta Kappan*, (6), 68-71. doi:10.1177/003172171109200616; RAND Education. Teachers Matter: Understanding Teachers' Impact on Student Achievement. Accessed on August 28, 2018. www.rand.org/education/projects/measuring-teacher-effectiveness/teachers-matter.html.

recent Rand study concluding “teachers matter more to student achievement than any other aspect of schooling.”²⁴

We believe that culture and experience shape thinking, and therefore play a role in learning and behavior at school.²⁵ We believe that learning best occurs through social interaction among diverse groups of individuals, active participation in learning activities, and strong connections to communities to honor the lived experiences of students.²⁶ We approach the diverse learning styles, languages, sources of cultural knowledge and practice, social and emotional understandings, and abilities students bring to the classroom setting as *assets* for promoting deep and meaningful learning for everyone. Through understanding the spectrum of human experiences and perspectives, knowledge, and skills individual members of a community bring to a learning setting, everyone is enriched.²⁷ Taking up the defining characteristics of culturally responsive teaching, at TAT our teachers: maintain positive perspectives on parents and families, communicate high expectations to students, learn about and through cultural practices and norms, and center instruction on student interests and needs. Teachers design thematic curricula that connect to students’ cultural knowledge and experiences to ensure that all students are offered opportunities to connect their own lives with standard-based learning at school.

We believe that strong home-school and community connections bring about positive outcomes for students.²⁸ There is overwhelmingly evidence that “demonstrates that parent involvement in children’s learning is positively related to achievement.”²⁹ Notably, “*A New Wave of Evidence*, a report from Southwest Educational Development Laboratory (2002)... found that, regardless of family income or background, students with involved parents are more likely to: earn higher grades and test scores, and enroll in higher-level programs; be promoted, pass their classes, and earn credits; attend school regularly; have better social skills, show improved behavior, and adapt well to school; [and] graduate and go on to postsecondary education.”³⁰

²⁴ Gay, G. (2000). *Culturally responsive teaching: Theory, research, & practice*. New York: Teachers College Press; Ladson-Billings, G. (1994). The tree of knowledge and culturally relevant teaching. In *The dreamkeepers: Successful teachers of African American children* (pp. 78-126). San Francisco: Jossey-Bass Publishers

²⁵ Herrenkhol, L.R., & Merti, V. 2010. *How Students come to be, know, and do: a case for a broad view of learning*. New York, Cambridge University Press; Vygotsky, L. S. (1979). Consciousness as a problem in the psychology of behavior. *Soviet Psychology*, 17, 3-3

²⁶ Brown, A. L., & Campione, J.C. (1994). Guided discovery in a community of learners. In K. McGilly (Ed.), *Contributions of instructional innovation to understanding learning* (pp. 289 – 325). Hillsdale, NJ: Erlbaum; Vygotsky, L. (1993). *The collected works of L.S. Vygotsky*. Vol.2: The fundamentals of defectology (abnormal psychology and learning disabilities) (R.W. Rieber & A.S. Carton, Eds.). NY: Plenum Press.

²⁷ Ladson-Billings, G. 1994. Toward a Theory of Culturally Relevant Pedagogy. *American Educational Research Journal*. 32;3: 465-491.

²⁸ Epstein, J. L., & Sanders, M. G. (2000). Connecting home, school, and community: New directions for social research. In M. T. Hallinan (Ed.), *Handbook of the sociology of education* (pp. 285-306). New York, NY: Kluwer Academic/Plenum Publishers; Martin, E. J., & Hagan-Burke S. (2002). Establishing a home-school connection:

Strengthening the partnership between families and schools. *Preventing School Failure*, 46, 62-65

²⁹ Education Northwest. Accessed on August 28, 2018. <http://www.nwrel.org/scpd/sirs/3/cu6.html>.

³⁰ Henderson A, Mapp, K (2002). *A New Wave of Evidence: The Impact of School, Family and Community Connections on Student Achievement*. National Center for Families and Communities. Accessed on August 28, 2018. <https://www.seidl.org/connections/resources/evidence.pdf>.

THE REQUIREMENTS OF CALIFORNIA EDUCATION CODE § 47605(B)(5)(A)(ii)

TAT will pursue the following schoolwide and subgroup outcome goals, based on the state priorities detailed in California Education Code § 52060(d). Student performance and achievement of schoolwide, subgroup and individual student progress will be measured by multiple and varied summative and formative assessments that are aligned to state and federal standards (including the new Common Core) and reflect proficiency measures required by the new California Assessment of Student Performance and Progress (CAASPP)/SMARTER Balanced Assessments, as well as state priorities detailed in California Education Code § 52060(d).

The following chart details the school’s goals as of this petition submission, for all pupils (including statistically significant subgroups) pursuant to California Education Code § 52052, for each of the eight (8) state priorities identified in California Education Code § 52060(d), including specific annual actions the school will take to achieve each of the identified annual goals. We note that as required under the California Education Code, TAT’s stakeholders will engage in a collaborative process each year to update and prepare an annual Local Control and Accountability Plan (LCAP) as a basis for prioritizing allocation of funds. The following is intended to be illustrative of the goals and actions TAT anticipates at this point in time.

LCFF STATE PRIORITIES	
GOAL #1	
<p>All TAT students will have access to a high-quality education program taught by teachers who meet all state and federal requirements.</p>	<p>Related State Priorities:</p> <p><input checked="" type="checkbox"/> 1 <input type="checkbox"/> 4 <input checked="" type="checkbox"/> 7</p> <p><input checked="" type="checkbox"/> 2 <input type="checkbox"/> 5 <input type="checkbox"/> 8</p> <p><input type="checkbox"/> 3 <input type="checkbox"/> 6</p> <p>Local Priorities:</p> <p><input type="checkbox"/> :</p> <p><input type="checkbox"/> :</p>
Specific Annual Actions to Achieve Goal	

Priority 1 (Basic Services)

Priority 1 Outcome 1 - Degree to which teachers are appropriately assigned pursuant to Education Code section 44258.9, and fully credentialed in the subject areas and for the pupils they are teaching.

- TAT will hire, supervise, evaluate and retain qualified teaching staff.
- TAT will ensure verification of proper credentials and DoJ clearance prior to start of employment.
- TAT will actively recruit qualified teachers reflecting student ethnic demographics

Priority 1 Outcome 2 - Pupils have access to standards-aligned instructional materials pursuant to Education Code section 60119.

- TAT will provide appropriate, standards-aligned (including CA CCSS and the academic content and performance standards) textbooks/curriculum materials.
- TAT will review alignment of instructional materials to standards.
- TAT will maintain an annual inventory of instructional materials and respective purchase of materials.
- TAT budget will be reviewed every year to ensure adequate budget for instructional materials is in place.

Priority 1 Outcome 3 - School facilities are maintained in good repair pursuant to Education Code section 17002(d).

- TAT facilities will be maintained and cleaned by TAT custodial staff
- TAT will do annual and monthly facility inspections to screen for safety hazards.
- TAT will utilize Site Inspection Lists and provide daily general cleaning and spot checks by custodial staff

Priority 2 (Implementation of State Standards)

Priority 2 Outcome 1 - Implementation of academic content and performance standards and English language development standards adopted by the state board for all pupils, including English learners.

- TAT will participate in ongoing professional development on the implementation of CCSS and new CCSS-aligned assessments.
- TAT will provide CCSS-aligned ELA and math instruction using integrated and designated ELD instructional strategies to all students, including ELs.
- TAT will provide PD to teachers examining CAASPP/SBAC, NWEA MAPs, SBAC Interims and other state and internal assessment scores, into reports and regularly review progress to build on our data driven decision making.

Priority 7 (Course Access)

Priority 7 Outcome 1 - Pupil enrollment in a broad course of study that includes all of the subject areas (ELA, Math, Science, Social Science, Arts, Technology and P.E.) described in Education Code section 51210 and subdivisions (a) to (i), inclusive, of Section 51220, as applicable. (Priority 7)

- TAT will ensure all academic areas will be available to all students, inclusive of all subgroups, and all grades including art, digital art, and physical education. We will also provide access to after-school enrichment experiences via the All Stars After School Program including Mock Trial, Art, and Track and Field
- TAT will provide 1:1 technology (Chromebooks).

Expected Annual Measurable Outcomes

Priority 1 Outcome 1: All teachers will be properly certified and assigned.

Metric/Method for Measuring: % of courses and Teachers at TAT appropriately assigned and with appropriately credentialed personnel.						
APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
African American	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Latino	100%	100%	100%	100%	100%	100%
Socioeconomically Disadvantaged	100%	100%	100%	100%	100%	100%
Students with Disabilities *	100%	100%	100%	100%	100%	100%
Priority 1 Outcome 2: All TAT students (including all statistically significant subgroups) will have access to standards-aligned materials and technology						
Metric/Method for Measuring: % of TAT students who will have sufficient access to standards-aligned instructional materials.						
APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
All Students (Schoolwide and all statistically significant subgroups)	100%	100%	100%	100%	100%	100%
African American	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Latino	100%	100%	100%	100%	100%	100%
Socioeconomically Disadvantaged	100%	100%	100%	100%	100%	100%
Students with Disabilities *	100%	100%	100%	100%	100%	100%
Priority 1 Outcome 3: TAT facilities will be maintained and cleaned through a contract with the TAT custodial staff and include daily spot checks and Site Inspection Lists, pursuant to Education Code section 17002(d).						
Metric/Method for Measuring: % of items on the Site Inspection Lists and daily spot checks that are in compliance/good standing						
APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
All Students (Schoolwide)	90%	≥ 90%	≥ 90%	≥ 90%	≥ 90%	≥ 90%
African American	90%	≥ 90%	≥ 90%	≥ 90%	≥ 90%	≥ 90%

English Learners	90%	≥ 90%	≥ 90%	≥ 90%	≥ 90%	≥ 90%
Latino	90%	≥ 90%	≥ 90%	≥ 90%	≥ 90%	≥ 90%
Socioeconomically Disadvantaged	90%	≥ 90%	≥ 90%	≥ 90%	≥ 90%	≥ 90%
Students with Disabilities *	90%	≥ 90%	≥ 90%	≥ 90%	≥ 90%	≥ 90%

Priority 2 Outcome 1: TAT will ensure the implementation of academic content and performance standards for all core subjects with 100% math and ELA Common Core Implementation.
Metric/Method for Measuring: Purchased text and online curriculum; curriculum pacing and lesson plans; teacher observations.

APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
All Students (Schoolwide and all statistically significant subgroups)	100%	100%	100%	100%	100%	100%
African American	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Latino	100%	100%	100%	100%	100%	100%
Socioeconomically Disadvantaged	100%	100%	100%	100%	100%	100%
Students with Disabilities *	100%	100%	100%	100%	100%	100%

Priority 7 Outcome 1: All TAT students, including all significant subgroups, will have access to a broad course of student (English Language Arts, Math, Social Studies, Science, PE, visual/performing arts) outlined in the charter petition.
Metric/Method for Measuring: % of access to all available programs and services outlined in charter petition.

APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
All Students (Schoolwide and all statistically significant subgroups)	100%	100%	100%	100%	100%	100%
African American	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Latino	100%	100%	100%	100%	100%	100%
Socioeconomically Disadvantaged	100%	100%	100%	100%	100%	100%
Students with Disabilities *	100%	100%	100%	100%	100%	100%

LCFF STATE PRIORITIES

GOAL #2

Every TAT student will have the right to a rigorous, data-driven, college-preparatory instructional program with technology integration and project-based learning opportunities.

Related State Priorities:

- 1 4 7
- 2 5 8
- 3 6

Local Priorities:

- :
- :

Specific Annual Actions to Achieve Goal

Priority 4 (Pupil Achievement)

Priority 4 Outcome 1 – Performance on standardized tests and overall schoolwide assessments such as the new state dashboard (or whatever comparable metrics are developed to replace API/AYP)

- TAT will provide instructional personnel and Resource Specialists who meet all federal and state requirements to implement high quality instruction with continuous monitoring by the Principal and central office personnel.
- TAT will provide comprehensive professional development to support student achievement.
- TAT will analyze CAASPP/SBAC, NWEA MAPs, SBAC Interim and other state and internal assessment scores monthly to review progress towards annual targets.

Priority 4 Outcome 2 – Share of English learners that become English proficient -

See above; plus: TAT will implement the LAUSD EL Master Plan.

- TAT will provide experienced teachers with appropriate EL authorization who will continuously monitor instruction and achievement of ELs, with specific focus on LTELs
- TAT will identify English Learners by proficiency level, ensure integrated and designated ELD instruction is aligned to the new ELD standards, and monitor student progress in program implementation.
- TAT will provide professional development related to EL support, including ELPAC training and re-designation criteria.
- TAT will ensure re-designated ELs will continue to be supported via a multi-tiered system including support for struggling readers.

Priority 4 Outcome 3- English learner reclassification rate -

Same as Priority 4 Outcome 2 above, plus:

- TAT budget will be reviewed every year to ensure adequate budget for appropriate EL instructional materials is in place.
- TAT will add additional supports for our EL students through exam preparation, differentiation, teacher coaching, and additional tutoring to meet EL student instructional needs

Priority 8 (Other Pupil Outcomes)

Priority 8 Outcome 1 – TAT will offer all students, including all subgroups, a broad course of study that includes engaging, hands-on, project-based experiences with technology and arts integration.

- TAT will provide professional development to teachers on integrating hands-on/project-based learning and tech integration across the curriculum.
- TAT will provide resources, time and materials for all students to engage in meaningful, hands-on/project-based learning and online/tech-integrated learning.

Expected Annual Measurable Outcomes

Priority 4 Outcome 1: TAT students, including all significant subgroups, will meet or exceed targets for growth once set by the State on the CAASPP (and comparable assessments for students with special needs) in the areas of ELA and Mathematics.

Metric/Method for Measuring: Scale scores and proficiency/growth targets for all students, including all numerically significant student subgroups, in ELA and Math on the CAASPP assessment system based on prior year data. Internal assessment data goals include *schoolwide and all significant subgroups will meet or exceed targets for growth in ELA and Math* as evidenced by internal diagnostic assessments such as NWEA MAPs, DIBELS, ELPAC, and standards and curricular based internal assessments.

APPLICABLE STUDENT GROUPS	Baseline (2017-18)	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
All Students (Schoolwide)	CAASPP ELA, 21.8% CAASPP Math, 7.08%	Students schoolwide will meet or exceed annual targets for growth on the CAASPP in ELA and Math as set by the state or in the annual LCAP; CAASPP proficiency rates will meet or exceed Resident	Students schoolwide will meet or exceed annual targets for growth on the CAASPP in ELA and Math as set by the state or in the annual LCAP; CAASPP proficiency rates will meet or exceed Resident	Students schoolwide will meet or exceed annual targets for growth on the CAASPP in ELA and Math as set by the state or in the annual LCAP; CAASPP proficiency rates will meet or exceed Resident Schools' rates.	Students schoolwide will meet or exceed annual targets for growth on the CAASPP in ELA and Math as set by the state or in the annual LCAP; CAASPP proficiency rates will meet or exceed Resident	Students schoolwide will meet or exceed annual targets for growth on the CAASPP in ELA and Math as set by the state or in the annual LCAP; CAASPP proficiency rates will meet or exceed Resident

		<i>Schools' rates.</i>	<i>Schools' rates.</i>		<i>Schools' rates.</i>	<i>Schools' rates.</i>
English Learners	CAASPP ELA, 4.23% CAASPP Math, 1.41%	<i>Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.</i>	<i>Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.</i>	<i>Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.</i>	<i>Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.</i>	<i>Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.</i>
Socioecon. Disadv./Low Income Students	CAASPP ELA, 21.47% CAASPP Math, 7.17%	<i>Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.</i>	<i>Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.</i>	<i>Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.</i>	<i>Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.</i>	<i>Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.</i>
Foster/Homeless Youth*	*	<i>Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.</i>	<i>Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.</i>	<i>Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.</i>	<i>Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.</i>	<i>Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.</i>

Students with Disabilities	CAASPP ELA, 9.52% CAASPP Math, 0%	Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.	Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.	Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.	Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.	Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.
African American Students	CAASPP ELA, 15.46% CAASPP Math, 0%	Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.	Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.	Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.	Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.	Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.
Latino Students	CAASPP ELA, 24.29% CAASPP Math, 10%	Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.	Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.	Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.	Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.	Subgroup will meet/exceed proficiency rates of comparable peers at comparison Resident Schools.
Priority 4 Outcome 2: EL students will advance at least one level on the ELPAC each year.						
Metric/Method for Measuring: EL proficiency rates will meet or exceed the rates of LAUSD averages as demonstrated on ELPAC assessments						
APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025

English Learners	<i>Establish benchmark (2019-20)</i>	<i>Percentage of students who achieve one level of growth on the ELPAC each year will meet or exceed District rate.</i>	<i>Percentage of students who achieve one level of growth on the ELPAC each year will meet or exceed District rate.</i>	<i>Percentage of students who achieve one level of growth on the ELPAC each year will meet or exceed District rate.</i>	<i>Percentage of students who achieve one level of growth on the ELPAC each year will meet or exceed District rate.</i>	<i>Percentage of students who achieve one level of growth on the ELPAC each year will meet or exceed District rate.</i>
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Priority 4 Outcome 4: TAT will ensure EL reclassification rate will meet or exceed the District’s reclassification rate.
Metric/Method for Measuring: EL reclassification rates
 EL student progress towards reclassification and academic progress include: ELPAC score of a “3” or “4”, report card grades of “3’s” or “4’s” in the English Language Arts and Mathematics, Teacher recommendation, review documentation of individual conferences and meetings. When an EL student reaches these goals, a recommendation for reclassification is made. Instructional staff and parent will meet for the reclassification process and make recommendations for reclassification. The child will be designated as Reclassified Fluent English Proficient (RFEP).

APPLICABLE STUDENT GROUPS	Baseline (2018-19)	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
English Learners	11.4%	<i>Percentage of students reclassified each year will meet or exceed the Resident Schools’ rate.</i>	<i>Percentage of students reclassified each year will meet or exceed the Resident Schools’ rate.</i>	<i>Percentage of students reclassified each year will meet or exceed the Resident Schools’ rate.</i>	<i>Percentage of students reclassified each year will meet or exceed the Resident Schools’ rate.</i>	<i>Percentage of students reclassified each year will meet or exceed the Resident Schools’ rate.</i>

Priority 8 Outcome 1: TAT will offer all students, including all subgroups, a broad course of study that includes engaging, hands-on, project-based learning experiences with technology and arts integration and electives in Advisory, Physical Education, Health, and Computer Science
Metric/Method for Measuring: % of students with access to hands-on/PBL and tech-based learning; teacher PD logs/receipts; materials inventory lists and receipts; teacher lesson plans; classroom observations

APPLICABLE STUDENT GROUPS	Baseline (2018-19)	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
All Students (Schoolwide and all statistically significant subgroups)	100%	100%	100%	100%	100%	100%

African American	100%	100%	100%	100%	100%	100%
English Learners	100%	100%	100%	100%	100%	100%
Latino	100%	100%	100%	100%	100%	100%
Socioeconomically Disadvantaged	100%	100%	100%	100%	100%	100%
Students with Disabilities *	100%	100%	100%	100%	100%	100%

LCFF STATE PRIORITIES

GOAL # 3

TAT will foster parent, community and student engagement in school life and high rates of stakeholder satisfaction.

Related State Priorities:

- 1 4 7
- 2 5 8
- 3 6

Local Priorities:

- :
- :

Specific Annual Actions to Achieve Goal

Priority 3 (Parental Involvement)

Priority 3 Outcome 1 – Efforts to seek parent engagement and input in decision making.

- TAT will engage parents in a series of relevant and interesting workshops related to their child’s success
- TAT will maintain school website as a communication tool for the community.
- TAT will communicate the most important website items via a monthly newsletter (translated into Spanish and other languages as necessary) that is sent home via a hardcopy.

Priority 5 (Pupil Engagement)

Priority 5 Outcome 1 – School attendance rates and Chronic absenteeism

- TAT parent outreach and communications will continue to stress the importance of attendance and arriving at school on time each day.
- TAT’s Office Manager, Principal and Teachers will help improve attendance and decrease habitual truants through home calls, meetings with students and families, and positive reinforcement incentives.

Priority 5 Outcome 2 – Prevent drop outs

- See above for Specific Annual Actions plus: TAT will provide training and support in Advisory and other non-scholastic support for students.

Priority 5 Outcome 3 – Graduation rates

- See above for Specific Annual Actions and Middle School Dropout rates.

Priority 6 (School Climate)
 Priority 6 Outcome 1 - pupil suspension rates

- TAT will provide training and support for our Essence of Commitment and Overcoming Obstacles curriculum and restorative justice practices.
 - TAT will establish classroom management procedures, foster positive relationships, and help create an atmosphere of trust, respect, and high expectations.
- Priority 6 Outcome 2 – pupil expulsion rates
- TAT will provide training and support for our Essence of Commitment and Overcoming Obstacles curriculum and restorative justice practices
 - TAT will establish classroom management procedures, foster positive relationships, and help create an atmosphere of trust, respect, and high expectations.
- Priority 6 Outcome 3 – other local measures including surveys of pupils, parents and teachers on the sense of safety and school connectedness
- TAT will implement annual surveys to assess stakeholder satisfaction

Expected Annual Measurable Outcomes

Priority 3 Outcome 1: TAT will encourage parents to attend at least 2 events each year (specific goal to be set annually in LCAP).

Metric/Method for Measuring: # of parents attending 2+ events annually

APPLICABLE STUDENT GROUPS	Baseline (2018-19)	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
All Students (Schoolwide)	20%	Increase parent participation rate annually (target estimated at 2-3% annually)	Increase parent participation rate annually (target estimated at 2-3% annually)	Increase parent participation rate annually (target estimated at 2-3% annually)	Increase parent participation rate annually (target estimated at 2-3% annually)	Increase parent participation rate annually (target estimated at 2-3% annually)
African American	20%	Increase parent participation rate annually	Increase parent participation rate annually	Increase parent participation rate annually	Increase parent participation rate annually	Increase parent participation rate annually

Commented [A1]: Please insert baseline data.

		<i>(target estimated at 2-3% annually)</i>	<i>(target estimated at 2-3% annually)</i>	<i>(target estimated at 2-3% annually)</i>	<i>(target estimated at 2-3% annually)</i>	<i>(target estimated at 2-3% annually)</i>
English Learners	20%	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>
Latino	20%	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>
Socioeconomically Disadvantaged	20%	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>
Students with Disabilities *	20%	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>	<i>Increase parent participation rate annually (target estimated at 2-3% annually)</i>
<p>Priority 3 Outcome 2: TAT will establish a School Site Council that will be promoted, and supported to be fully operational and self-sustaining, along with a Wellness Committee and an ELAC (if more than 21 EL students are enrolled) to advise on the EL program; the TEACH, Inc. Board of Directors also has one parent representative on the Board.</p> <p>Metric/Method for Measuring: analysis of attendance, Sign In sheets, consistent membership.</p>						

APPLICABLE STUDENT GROUPS	Baseline (2018-19)	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
All Students (Schoolwide)	100%	100%	100%	100%	100%	100%
<p>Priority 5 Outcome 1: TAT will maintain a high attendance rate and low rate of students who are chronically absent by monitoring student attendance, calling families whose child is absent and, as needed offering incentives for consistent and prompt attendance.</p> <p>Metric/Method for Measuring: Attendance and chronic absenteeism rates</p>						
APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
All Students (Schoolwide)	Chronic Absenteeism, 20%	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic Absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic Absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)
English Learners	Chronic Absenteeism, 27.8%	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic Absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic Absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)

<p>Socioeconomically Disadvantaged/Low Income Students</p>	<p><i>Chronic Absenteeism, 20.8%</i></p>	<p><i>Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic Absenteeism or decrease annually as needed (estimated target of 1-2% annually)</i></p>	<p><i>Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic Absenteeism or decrease annually as needed (estimated target of 1-2% annually)</i></p>	<p><i>Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)</i></p>	<p><i>Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)</i></p>	<p><i>Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)</i></p>
<p>Foster/Homeless Youth*</p>		<p><i>Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic Absenteeism or decrease annually as needed (estimated target of 1-2% annually)</i></p>	<p><i>Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic Absenteeism or decrease annually as needed (estimated target of 1-2% annually)</i></p>	<p><i>Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)</i></p>	<p><i>Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)</i></p>	<p><i>Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)</i></p>

Students with Disabilities	Chronic Absenteeism, 34.5%	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic Absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic Absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)
African American Students	Chronic Absenteeism, 21.9%	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic Absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic Absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)

Latino Students	Chronic Absenteeism, 19.3%	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic Absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic Absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)	Maintain high attendance rate (>95%) or increase annually as needed; Maintain low chronic absenteeism or decrease annually as needed (estimated target of 1-2% annually)
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Priority 5 Outcome 2: Prevent dropouts by ensuring all students have access to the curriculum, parents are engaged and there are significant wrap-around supports for students at-risk of dropping out.

Metric/Method for Measuring: Middle School dropout rate

APPLICABLE STUDENT GROUPS	Baseline (2017-18)	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
All Students (Schoolwide and all statistically significant subgroups)	0%	The dropout rate will be equal to, or less than that of comparison schools.	The dropout rate will be equal to, or less than that of comparison schools.	The dropout rate will be equal to, or less than that of comparison schools.	The dropout rate will be equal to, or less than that of comparison schools.	The dropout rate will be equal to, or less than that of comparison schools.

Priority 5 Outcome 3: Maintain middle school 8th grade matriculation rates with a goal of reaching 100% matriculation rate.

Metric/Method for Measuring: Middle School matriculation rate

APPLICABLE STUDENT GROUPS	Baseline	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
All Students (Schoolwide)	75%	100%	100%	100%	100%	100%
African American	75%	100%	100%	100%	100%	100%
English Learners	75%	100%	100%	100%	100%	100%
Latino	75%	100%	100%	100%	100%	100%

Socioeconomically Disadvantaged	75%	100%	100%	100%	100%	100%
Students with Disabilities *	75%	100%	100%	100%	100%	100%

Priority 6 Outcome 1: TAT will maintain a low suspension rate that is $\leq 1\%$.
Metric/Method for Measuring: % of student suspensions

APPLICABLE STUDENT GROUPS	Baseline (2017-18)	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
All Students (Schoolwide)	0.6%	$\leq 1\%$	$\leq 1\%$	$\leq 1\%$	$\leq 1\%$	$\leq 1\%$
African American Students	1%	<i>The suspension rate will be equal to or less than that of the comparison schools.</i>	<i>The suspension rate will be equal to or less than that of the comparison schools.</i>	<i>The suspension rate will be equal to or less than that of the comparison schools.</i>	<i>The suspension rate will be equal to or less than that of the comparison schools.</i>	<i>The suspension rate will be equal to or less than that of the comparison schools.</i>
Students with Disabilities	7.1%	<i>The suspension rate will be equal to or less than that of the comparison schools.</i>	<i>The suspension rate will be equal to or less than that of the comparison schools.</i>	<i>The suspension rate will be equal to or less than that of the comparison schools.</i>	<i>The suspension rate will be equal to or less than that of the comparison schools.</i>	<i>The suspension rate will be equal to or less than that of the comparison schools.</i>

Priority 6 Outcome 2: TAT will maintain a low expulsion rate that is $\leq 0.5\%$.
Metric/Method for Measuring: % of student expulsions

APPLICABLE STUDENT GROUPS	Baseline (2017-18)	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
All Students (Schoolwide)	0.00%	$\leq 0.5\%$	$\leq 0.5\%$	$\leq 0.5\%$	$\leq 0.5\%$	$\leq 0.5\%$
African American Students	0.00%	$\leq 0.5\%$	$\leq 0.5\%$	$\leq 0.5\%$	$\leq 0.5\%$	$\leq 0.5\%$
Latino Students	0.00%	$\leq 0.5\%$	$\leq 0.5\%$	$\leq 0.5\%$	$\leq 0.5\%$	$\leq 0.5\%$

Priority 6 Outcome 3: TAT will have high student, parent and staff participation rates in the school experience survey and high approval rating on school experience surveys of students, parents and staff.
Metric/Method for Measuring: % of participation in school climate survey and survey results

APPLICABLE STUDENT GROUPS	Baseline 2018-2019	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025

All Students (Schoolwide and all statistically significant subgroups)	76.1%	Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)	Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)	Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)	Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)	Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)
African American	76.1%	Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)	Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)	Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)	Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)	Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)
English Learners	76.1%	Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)	Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)	Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)	Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)	Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)

		<i>participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>	<i>participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>	<i>participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>	<i>participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>	<i>participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>
Latino	76.1%	<i>Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>	<i>Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>	<i>Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>	<i>Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>	<i>Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>
Socioeconomically Disadvantaged	76.1%	<i>Increase rate of participation (overall and by stakeholder group) as</i>	<i>Increase rate of participation (overall and by stakeholder group) as</i>	<i>Increase rate of participation (overall and by stakeholder group) as</i>	<i>Increase rate of participation (overall and by stakeholder group) as</i>	<i>Increase rate of participation (overall and by stakeholder group) as</i>

		<i>needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>	<i>needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>	<i>needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>	<i>needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>	<i>needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>
Students with Disabilities *	76.1%	<i>Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>	<i>Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>	<i>Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>	<i>Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>	<i>Increase rate of participation (overall and by stakeholder group) as needed over previous year (estimated target 2-3% annually); Increase stakeholder approval ratings as needed on school climate (estimated target 2-3% annually)</i>

* Subgroup not numerically significant at this time.

GOALS FOR ENABLING PUPILS TO BECOME AND REMAIN SELF-MOTIVATED, COMPETENT, AND LIFELONG LEARNERS

TAT is committed to enabling students to become self-motivated, competent, lifelong learners by providing a multicultural, student-centered environment in which all students are held to high academic and behavioral standards. TAT continues to develop a culture that fosters in students’ self- motivation, competence and the foundation of lifelong learning. This is accomplished through social emotional learning opportunities provided in Advisory, where students review their affirmations and complete a lesson where the pillar of the month is taught, shared and discussed at daily morning meetings.

Purpose: Administrators, faculty, parents and staff working with students demonstrate a shared purpose to develop each student's knowledge and skills to its highest potential. There is evident belief that this purpose is primary for the school and possible to achieve for virtually every student. The school's goals, policies, practices, attitudes and allocation of resources reflect the primacy of this purpose.

Leadership: Leadership and decision-making include opportunities for stakeholder involvement and engagement among administrators, faculty, classified staff, students and parents. Where possible, decisions are reached through consensus and minority opinions are considered and valued, whether discussions in the classroom among students or policy decisions made by the Board of Directors. (See Element 4 for a detailed description of the governance and organizational structure.) Departments and individual teachers have a large degree of professional autonomy as they implement differentiated instructional strategies in their classrooms and collaborate with their peers to design curriculum (e.g., thematic projects) and determine the best means to achieve school-wide, grade-level and individual goals. Teachers are encouraged to use their best professional judgment in accordance with CA CCSS/NGSS and other state standards in achieving high levels of student learning.

Environment: The environment of the school is safe, orderly and supportive. Students find the school a good place to learn and grow, and a pleasant place to be. School-wide standards for students' behavior are perceived by students and staff members to be fair and equitably enforced (see Element 10). Instances of vandalism and violence on campus are dealt with in a timely manner; student absenteeism is maintained at a minimum level.

School-wide Positive Behavior systems are implemented to support a safe environment conducive to learning for all students. All staff receive professional development on implementation. The school-wide positive behavior systems are communicated to parents and families at the beginning of the school year and introduced and modeled to all students beginning the first day of school. All staff consistently utilize the school-wide behavior systems which incorporates the TAT Essence of Commitment character pillars, student rewards, and ongoing communication with parents. All staff members participate in annual training regarding suicide prevention, including signs indicating students who are potentially in crisis. Each year administrators develop and implement effective suicide prevention programs and policies based on best practices from the prior training.

Professional Development: Administrators and teachers continually seek to develop themselves as professional educators and human beings. Peer relationships include coaching, mentoring support and opportunities for professional development and frequent formal and informal discussions on educational issues. Problems and weaknesses are openly recognized, and there is a candid search for improvements. The values of serving students, professional development, and self-renewal are central in our school's culture.

TAT implements a professional development system that is focused and designed to address the specific needs of a staff committed to the implementation and assessment of an instructional program that is standards-based, academically rigorous, research-based and uniformly available to all students.

In TAT's program, teams of teachers, administrators and out-of-classroom personnel meet regularly, both within and across grade levels, to research and discuss best practices; design lessons and assessments; examine student

work; and analyze assessment data to modify instruction (see section below on Professional Development as well as Elements2/3). Individuals and teams of teachers each Wednesday from 1pm until 4pm attend conferences, workshops, and demonstration sites to participate in gathering information on innovative strategies for improving student mastery of the skills and content required for promotion. These teachers share their findings during professional development days with their grade level teams. Through Professional Learning Communities, teachers are trained and learn to model best practices within their groups. Subject matter groups model best practices in the content areas and teachers then implement information learned during professional development sessions in a timely and effective manner, returning to the group to reflect on implementation successes and challenges. The most effective instructional methods then become school wide practices. All staff meet regularly to examine student work, analyze the effectiveness of the benchmark and core assignments, and redesign activities and curriculum in response to the assessment data.

INSTRUCTIONAL DESIGN

CURRICULAR AND INSTRUCTIONAL DESIGN OF THE EDUCATIONAL PROGRAM: KEY EDUCATIONAL THEORIES AND RESEARCH

Our education program is anchored by the California content and performance standards, including the California Common Core State Standards (CA CCSS), Next Generation Science Standards (NGSS), and content area frameworks for instructional design, such as the California History-Social Science Framework released in 2016. TAT's innovative educational plan provides students with a rigorous standards-based college preparatory program in order to prepare them to succeed in college and the real-world. This approach is appropriate for TAT's target population in that it provides a real-world context for learning, which in turn motivates and inspires at-risk students to apply what they have learned to solve problems.

TAT offers students an academically rich program incorporating the following characteristics:

Project-based Learning (PBL) uses an integrated curriculum approach that helps students formulate and answer meaningful questions through hands-on (Constructivist) projects that connect to real-world issues. Investigation and multi-disciplinary content are utilized to engage students in complex tasks and problem-solving (independently and in teams), leading to deepened learning and understanding beyond rote memorization of facts.³¹ Students are provided with the tools and support necessary for research and application of knowledge in PBL, including project planning and management, resource gathering, teamwork, and inquiry techniques, along with academic subject content. For example, in collaboration with the English, History and Art classes, students engage in creating, evaluating and present to a public audience at a local library propaganda posters for topics such as Westward Expansion and the Revolutionary War while making connections to current events. Collaboratively, they choose an issue and work to address it by brainstorming, presenting, and revising an idea for a large- or small-scale solution. Students then create budgets, business plans, blueprints and marketing campaigns to pitch their ideas to teachers, fellow students, administrators and parents during a culminating event.

³¹ Sawyer, R. K. (2006). The Cambridge Handbook of the Learning Sciences. New York: Cambridge University Press.

In a PBL environment, students work on constructing their own knowledge and developing their own projects and assessments; simultaneously, teachers become coaches and facilitators, serving as guides to assure academically rich and rigorous experiences. This approach fosters self-directed learning, which helps optimize the educational experience by exposing students to information that can't be gleaned solely from passive observation. The active nature of self-directed learning helps students encode information and retain it more fully over time.³² Positive outcomes facilitated by PBL include development of content knowledge, collaborative skills, engagement and motivation, critical thinking, and problem-solving.³³ PBL promotes student centeredness, allowing students to take charge of their own learning process. It enables students to develop content and skills proficiency while exploring a variety of global issues and problems; and it supports development of technological competencies in the process.

Projects are collaboratively designed by teachers (see below for more details on our collaborative teacher lesson planning process), starting with the California State Standards and backwards planning. Students are actively involved in planning in such a way as to create a sense of ownership in the project. Activities support questions and utilize a broad curriculum, thus fueling the process. Designs integrate as many relevant subjects as possible into the project. Teachers assist students and are prepared to delve deeper into new topics and issues that arise during students' active pursuit of answers.

Teachers are provided professional development during Summer PD and throughout the school year on PBL approach and implementation. Teachers also have collaborative planning opportunities to design PBL activities for students. Teachers engage in both departmental and grade-level PLCs to discuss curriculum mapping and academic progress as well as student concerns across the grade level.

Blended learning is a critical tool in our effort to personalize learning for each student, as one of many teaching strategies employed (see below for more details about our different teaching strategies). Students use an ever-growing body of online curriculum to practice skills and engage in fun, game like learning that adapts continuously to their individual needs. (See section on Technology Skills below for details about the development of specific grade-level/age-appropriate skills for students to appropriately leverage these resources.) Students utilize both free and purchased curricular programs such as Khan Academy, Dreambox, Illuminate, Edgenuity, Google Classroom, Read Theory, Desmos and more to engage in interactive, personalized learning.

Through this interactive software, learning is easily differentiated as students can choose from different activities based on their preferences, and then as they engage in the curriculum, the system gives them instant feedback (e.g., praise for correct answers, or encouragement to try again) as they master the content. In many programs, the technology adjusts to meet student needs so that students who are ready to proceed rapidly through content get increasingly levels of difficulty automatically, while those who need more time on a specific task do not advance as rapidly.

³² Todd M. Gurekis and Douglas B. Markant (Sept. 2012). Self-Directed Learning: A Cognitive and Computational Perspective, Perspectives on Psychological Science, Vol 7 Issue 5.

³³ Holm, M. (2010). Project-Based Instruction: A Review of the Literature on Effectiveness in Prekindergarten through 12th Grade Classrooms. In Sight: Rivier Academic Journal, Vol 7, Number 2.

Blended learning offers a number of advantages:

- *Differentiated learning technology*: Students who are behind grade level can build the core skills they need, while those that are on grade level or above can push ahead. Teachers can lead small-group instruction based on where each student is in relation to grade level expectations.
- *Real-time data*: As students use these programs, data is automatically generated for teachers to see which skills students have mastered, and which require more instruction. These reports are tied directly to state content standards so that summative data shows student mastery of specific standards as well as diagnostic data about areas in need of further development. Teachers and school leaders can easily generate individual, sub-group, grade level and school wide achievement data in an efficient way, so that lessons, professional development of faculty and more can all be tailored directly to student needs. This allows teachers to more effectively make immediate adjustments during a lesson or in preparation for a lesson to meet students' needs. Students are taught how to use real-time data to identify which skills they have mastered and which skills they need to practice more. This is accomplished at the beginning of the school year in which teachers demonstrate the features of the differentiated learning technology to show students how to monitor their own progress.
- *Student Engagement and Small Group Instruction*: Today's tech-savvy students become engaged and want to participate in their learning when curriculum is provided via highly interactive, engaging games and other online experiences. Because the programs meet students at their levels, students are much less likely to be lost or bored and more likely to feel a sense of accomplishment as they progress through programs. Leveraging technology effectively can also help as teachers group students by levels and having some students work on the technology while others are working directly with the teacher in a smaller group.
- *Support for English Learners*: Several programs have proven to be particularly effective for English Learners, utilizing visual cues to scaffold language development as student engage in math, for example. (See also ELD section below.)
- *Tech Skills Development*: CAASPP online assessments require that students be comfortable with technology; 21st century jobs inevitably require tech proficiency. Students have regular access to technology and are able to master the practical technology usage and application skills that are imperative in today's world. Students learn specific tech skills such as keyboarding and word processing, engage in research and create presentations with technology. Programs such as Read Theory, Google Classroom, Dreambox, Kickboard, Khan Academy, Desmos and more are used to enrich student learning.

Digital Portfolios that reflect schoolwide ESLRs and state standards provide students with the opportunity to reflect upon and demonstrate their learning. As students develop through grade levels they are guided by their teachers to maintain digital portfolios that document their mastery of standards in the 21st Century. Digital Portfolios are cloud-based portfolios that are a collection of drafts, polished pieces, class projects, videos, and web pages, that document each student's growth and progress. Students engage with their teachers and peers in a meaningful reflection process with each piece they add to their portfolio. Throughout this process students analyze their academic progress and with a teacher. Student portfolios are evaluated by teachers and staff according to a predetermined scoring rubric.

While the field of online learning is rapidly developing, the following are some of the core programs we currently have in place:

Curriculum	Subject	Description
Read Theory	Language Arts	Read Theory is an educational tool that offers online reading activities for all ages and ability levels. It is common core aligned and provides free reading assessments for the students. The program tailors to the students' individual reading levels and encourages them to move up. This program shows if a student has mastered a standard or not.
Khan Academy	Language Arts and Mathematics	Khan Academy is used in the classroom to provide video tutorial and interactive lessons to the students. Tutorials are informal in style and organized to help build knowledge one concept or lesson at a time. Students utilize Khan Academy to assist them with ELA and Mathematical concepts, as well as practice for their PSAT/SAT's.
Desmos	Mathematics	Desmos is an advanced graphing calculator implemented as a web application and a mobile application written in JavaScript. This is utilized in the Mathematic class to help students graph functions and equations that may be difficult to do on pencil and paper when using big numbers. Students are able to save the work they created and share their graphs to their teachers.
Dreambox	Mathematics	Dreambox aligns to state and regional standards, adapts to the individual learner, personalizes instruction from intervention through enrichment, provides access and equity for ELLs, integrates assessments with instruction, delivers professional development that's immediate, relevant, and actionable, and empowers with actionable data and reporting.
DBQ Online	Social Studies	DBQ Online takes the Data-Based Questions Project to a whole new level. Teachers and students have the tools to read and annotate documents, take notes, organize or "bucket" evidence, and write papers in an online environment. Enhanced digital tools include color maps and images, audio "read-alouds", browser based dictionary and one-click vocabulary, professional development videos for teachers, and more.
CPM	Math	The College Preparatory Mathematics ("CPM") Educational Program, a California non-profit organization, provides student-, research- and problem-based instructional materials and professional development. Students using CPM employ problem solving strategies, question, investigate, analyze critically, gather and construct evidence, and communicate rigorous arguments to justify their thinking.

Edgenuity MyPath & Pathblazer	ELA and Math	Edgenuity Pathblazer (K-6) and MyPath (6-12) offer data-driven, differentiated and comprehensive learning intervention for students in math and ELA. Edgenuity uses existing student data and/or results from a screener and pretest to identify where students are struggling and provides the targeted instruction they need to close early learning gaps.
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All online curriculum is integrated through our Power School platform, and students have their own pages in which teachers customize “play lists” of assignments, based on ongoing data and individual student needs. As noted, online learning is just one component of instruction in each class, used in conjunction with other teaching methodologies, and differentiated based on student needs.

Starting in the 2019-20 school year, TAT will have a 1:1 computer ratio for all students and mobile computer carts to ensure each student has daily exposure to computer learning. We provide students with safe and secure internet access for learning. Our faculty have extensive training in implementing and using on-line curriculum and assessment tools (see *Professional Development*, below).

Culturally Responsive Teaching is embedded throughout the TAT learning environment, which values the diverse experiences and cultural backgrounds of students at the school and in the surrounding community. Attending to students’ cultural knowledge and perspectives in addition to supporting and addressing their unique learning needs allows teachers to teach to the whole child, with the recognition that culture is inextricable from students’ thinking, learning, and experience.³⁴

A cornerstone of Culturally Responsive Teaching (CRT) is that, rather than viewing cultural experiences and knowledge as barriers to learning, teaching values and builds upon students’ foundations of cultural knowledge and experience to support their learning and achievement at school.³⁵ According to Hammond, CRT “leverages the brain’s memory systems and information processing structures” through attuning teaching to students’ familiar cultural learning styles and tools, and through building relationships of trust and care that enable teachers to challenge students and hold high expectations.³⁶ Cultural ways of learning and knowing, such as the use of music, metaphor, or recitation, are embedded directly within learning tasks, and teachers continually seek out and integrate cultural knowledge and information into the curriculum and learning tasks to best support and understand students. Importantly, researchers link CRT to the development of intrinsic motivation for learning, showing that CRT creates a learning environment that encourages participation and persistence through valuing students’ cultural experiences and interests.³⁷

³⁴ Gay, G., *Culturally Responsive Teaching: Theory, Research and Practice* (2010).
³⁵ Aceves, T. C., & Orosco, M. J. (2014). *Culturally responsive teaching* (Document No. IC-2). Retrieved from University of Florida, Collaboration for Effective Educator, Development, Accountability, and Reform Center website: <http://cedar.education.ufl.edu/tools/innovation-configurations/>
³⁶ Hammond, Z. *Culturally Responsive Teaching and the Brain: Promoting Authentic Engagement and Rigor Among Culturally and Linguistically Diverse Students*. Corwin, 2015.
³⁷ Wlodkowski, R. J., and M. B. Ginsberg. (1995). *Diversity and Motivation: Culturally Responsive Teaching*. San Francisco: Jossey-Bass.

CRT begins from the premise that culture is central to learning, recognizing that cultural ways of knowing and doing are embedded in individuals' processes for thinking, understanding, and communicating.³⁸ Thus, CRT guides teachers to learn about students, understand cultural practices and beliefs that may be different than their own, and work to help students draw upon the knowledge and experiences they bring to school as they seek to make sense of and master school-based content.

At TAT, teachers draw upon the framing principles and goals of CRT to guide the design of thematic units of study and PBL projects and activities. Through structured professional development during the summer before the school opens and throughout the school year and extensive collaborative planning time built into the weekly bell schedule, teachers learn best practices from the Buck Institute (bie.org) and others as they collaboratively design PBL. In designing thematic curricula and units of study, teachers attend to the three criteria outlined by Ladson-Billings:

- Academic success – students must be held to high expectations for learning and provided with the tools needed to master content and competencies.
- Cultural competence – teachers must help students build upon their prior knowledge and cultural experiences, and thus must learn about students' lives, backgrounds, and beliefs.
- Critical consciousness – students must develop an awareness of social inequities and develop a broader social conscious to support their development as citizens able to critique society and work towards a more socially just world.³⁹

TAT believes that teachers who hold **high expectations for all** of their students will find their students rise to the level of expectation.

In addition to high expectations, we recognize that we must also create an infrastructure that supports diverse learners academically and socially. This includes increased learning opportunities for all students, including those identified as at-risk as well as academically high-achieving.

TAT is an inclusive school that embraces underserved students, students at-risk, English Learner students and students with disabilities, as well as students identified as academically high achieving. Regardless of each student's unique needs, TAT holds high expectations for each of them. We aim to do this through a variety of student, technological, and family supports. TAT is adopted a Multi-Tiered System of Supports (MTSS), as detailed in the section on Students with Special Needs, below. In the MTSS model, classroom and special education teachers design and apply research-based interventions to help students meet classroom and instructional goals. Intervention plans are developed that include supports and/or other strategies deemed viable in assisting students to achieve without further, more formal intervention.⁴⁰ Cognitive behavioral interventions (e.g., coping strategies,

³⁸ Gay, G. *Culturally Responsive Teaching: Theory, Research, and Practice*. Teachers College Press, 2d ed. (2010). Ladson-Billings, G. (2005). *Beyond the big house: African American educators on teacher education*. New York: Teachers College Press.

³⁹ Ladson-Billings, G. 1995. Toward a Theory of Culturally Relevant Pedagogy. *American Educational Research Journal*. 32;3: 465-491.

⁴⁰ The National Center for Learning Disabilities, Inc. What is RTI? Accessed on August 28, 2018.

<http://www.rtinetwork.org/learn/what/whatisrti>.

changing attitudes, relaxation techniques) are utilized for students who experience significant social, emotional, and/or behavioral challenges. TAT's School-wide Positive Behavioral Interventions and Supports (PBIS), establishes rules, routines, and physical arrangements to support positive behavior and is founded on the belief that all children can exhibit appropriate behavior.

The following additional supports are a part of the TAT program to help all students meet high expectations.

- **Behavioral and mental health support via our partners at Hope Street Family Center.** TAT provides mental health support and connects students and families to the community resources they need. TEACH Public Schools has an existing partnership with Hope Street Family Center, a community program of California Hospital Medical Center that provides in-home and on-site educational, health wellness, behavioral health, developmental, and social services that support children and families. (hopestreetfamilycenter.org) Hope Street maintains a South LA office that is co-located with TEACH Public Schools' central office and provides therapists who work exclusively with TEACH schools and families. Hope Street staff also collaborate with our school staff on a variety of child development, mental health, family support and community wellness issues. Hope Street staff provides the following for TAT students and their families:
 - Individual, family collateral and group therapy
 - Assistance in accessing medical, educational, social and financial resources
 - Community referrals to after-school programs
 - Coordination of treatment services
 - Medication evaluations by Child Psychiatrist
 - Psychological assessments

TAT complies with all applicable laws regarding parent/guardian consent for these services provided to students. TAT provides research-based behavioral interventions, including the use of the Positive Behavior Interventions and Supports. TAT also coordinates assistance for students and families who need resources from human service agencies.

- **Individualized learning.** As noted above, our approach leverages online learning programs that can identify and readily adapt to students unique learning needs, supporting students who are behind while also meeting the needs of academically high achieving students. Each teacher determines how to best leverage online programs in the class, and for each student; students who need more practice in particular skills may be assigned additional online time, though in general, students spend 15-25% of their time in online learning compared to other modalities. The Power School platform is used daily by teachers, students, and parents is also intended to provide access to resources and facilitate authentic student assessment that delivers real-time data to monitor student progress. PEPs for each student detail specific learning objectives and goals for each term. Starting in the 2019-20 school year, TAT will utilize Edgenuity for online personalized math and ELA intervention.
- **Quality teachers.** TAT endeavors to provide excellent teachers who are well-prepared and continuously supported as they meet the diverse needs of their students. We have comprehensive and ongoing in-service staff development so that teachers are prepared to meet the needs of students who are struggling, or those who need greater challenges.

TAT emphasizes a **whole child approach** to teaching and learning, and educates all students Socially, Physically, Emotionally, Aesthetically (appreciation of what is beautiful), Intellectually/Cognitively, Morally, Culturally and Technologically, so that upon culmination, the knowledge and the experiences acquired at TAT are effectively applied to their daily lives. Through arts and instruction in P.E., students are exposed to enriching experiences. TAT strongly encourages sensitivity, community awareness, service, and positive-driven action for our students. The character development program is a critical values clarification part of the extended activities of the school. Not only do we seek to provide the educational tools needed for the 21st century, we seek to instill in our students skills for great personal character, an enduring commitment to excellence such as exemplified by visionary car maker, Professor Ferdinand Porsche, Sr., who, when asked, "Which was his favorite model" in the long line of Porsche automobiles, replied: "I haven't built it yet!"

Our students are guided to great moral character-building through what we call the "Essence of Commitment." TEACH Public Schools has strived to implement our Co-Founders' positive character traits and affirmations they established with the founding of the first TEACH school in 2009. Our motto has always been to endow our scholars with life lessons from the inside out. Our character development program focuses on one specific positive trait each month of school. Our TEACH character traits and values are emphasized through discussions, student led theatrical performances, and school wide assemblies. Each month, we discuss the emphasized character trait was, what it means, and how to apply it and have students reflect on this trait through writing and other activities. Our goal is to have students utilize this functional, positive framework for life and employ concrete tools for progress and mobility.

Affirmations are recited each morning before any instruction as a means of collectively committing to a positive environment. With personal growth in mind and hard work as a staple, students are encouraged to produce the very best results both as students and as contributing citizens of the world. Rather than focus on yesterday's losses, we emphasize the inherent power of the moment. The Essence of Commitment program spotlights best practices, and rewards those who concentrate on what adds value. Commitment is defined as a force that binds individuals to a course of day-to-day relevant thinking, feelings, and actions as demonstrated by a good self-image, a positive attitude toward learning, and good conduct toward others:

Overview of All (August)

Dignity (September)

Self-respect
Personal Pride
Cultural Awareness
Positive Attitude

Self-Discipline (October)

Self-Control
Character
Attentiveness
Courage

Respectful Behavior (November)

Polite
Courteous
Well-mannered
Friendly
Hard Work
Goal Oriented
Persistent
Conscientious
Achiever

Cooperation (December)

Agreeable
Sharing
Helpful
Team Work/Player

Kindness (January)

Gentleness
Compassionate
Forgiving
Appreciative

Fairness (February)

Reasonable
Unbiased
Open-minded

Integrity (March)

Honest
Truthful
Reliable
Ethical

Creative Problem-Solving (April)

Peaceable
Practical
Logical
Rational

Personal and Community Responsibility (May)

Good Citizenship
Obeys the Rules
Safety First
Respect for Authority

(June) = Review All, End of the Year Awards for each category

Students are encouraged to develop and sustain an on-going Essence of Commitment to the excellence of learning; to each other; to teachers and school, to parents, and to their community.

In addition, concrete life skills are taught through the **Overcoming Obstacles** program. (overcomingobstacles.org). The Overcoming Obstacles free curriculum is organized into elementary, middle school, and high school levels, each beginning with the three fundamental skills on which all other skills can be built: communication, decision making, and goal setting. Additional modules include respect, teamwork, citizenship, college and career prep, addressing bullying, conflict resolution, problem solving, confidence building and time management. Students engage in hands-on activities, writing prompts and group projects as part of the Overcoming Obstacles program, engaging in “real world” scenarios that result in meaningful lessons.

Positive classroom mindsets are emphasized throughout every aspect of school life. We know that the mindsets teachers and students bring to the classroom setting deeply impact the learning environment by influencing expectations for learning, the quality of relationships between teachers and students in the class, and students’

development of resilience and motivation.⁴¹ Deci and Ryan’s research on motivation highlights the importance of making sure students’ basic psychological needs are met through ensuring that all students have opportunities to: *belong and feel connected, feel competent, and exercise autonomy and self-determination.*⁴² Dr. Robert Brooks and colleagues build upon Deci and Ryan’s research to describe features of “positive classroom mindsets” that meet these basic psychological needs and best support teaching and learning at school, including: regarding mistakes as expected and necessary features of the learning process, recognizing the power of resilience and encouraging persistence, and viewing bullying and teasing as forces that work *against* a positive learning climate.⁴³

We recognize that many of our students may have significant challenges outside of school. Consistent supportive and positive interactions with caring adults may empower students “to do more than they think they can and helps validate them as full members of the campus community, which in turn legitimates their presence and makes them more comfortable to reach out and become engaged in a variety of activities.”⁴⁴

Students who are more self-aware and confident about their learning capacities try harder and persist in the face of challenges (Aronson, 2002; cited in Durlak et al., 2011). Students who set high academic goals, have self-discipline, motivate themselves, manage stress, and organize their approach to work learn more and get better grades (Duckworth & Seligman, 2005; Elliot & Dweck, 2005; cited in Durlak et al., 2011). Finally, students who use problem-solving skills to overcome obstacles and make responsible decisions about studying and completing homework do better academically (Zins & Elias, 2006; cited in Durlak et al., 2011).⁴⁵

TAT is designed to give children and their families both the hope that they can believe in and the tools to make that hope for a better future a reality. Every element of the school day, whether it is in the classroom, in school-wide activities, at school events, or on fieldtrips, is committed to helping students learn the values and behaviors necessary for success. These school-wide values have a direct impact on the quality of teaching and learning at TAT. Students have regular opportunities, in activities such as assemblies or fieldtrips, in writing assignments from across the curriculum, and creative expression to reflect, and present their values and choices. The curriculum consistently gives students opportunities to examine how dignity, self-discipline, and respectful behavior reflect community expectations, and how hard work, cooperation, kindness, fairness, integrity, creative problem solving, personal and community responsibility, attributes of commitment, are necessary for college success.

An extended year (185 instructional days) allows for implementation of programs targeted at the needs of students who typically enter TAT with below grade-level skills, or who may find the curriculum and pace of learning

⁴¹ Brooks, R., Brooks, S., Goldstein, S. *The Power of Mindsets: Nurturing Student Engagement, Motivation, and Resilience in Students.* George Mason University and the University of Utah School of Medicine. New York: Springer.

⁴² Deci, E. L., & Ryan, R. M. (2000). The “what” and “why” of goal pursuits: Human needs and the self determination of behavior. *Psychological Inquiry*, 11, 227-268.

⁴³ Brooks, R., Brooks, S., Goldstein, S., 2012.

⁴⁴ Kuh et.al., What matters most to student success: A review of the literature. 2006

⁴⁵ Vega, V. 2012 Social and Emotional Learning Research Review. Edutopia. Accessed on August 28, 2018. <http://www.edutopia.org/sel-research-learning-outcomes#definition>.

to be challenging. Students requiring extra time and attention in closing significant gaps in learning, need extra time in order to become fully ready for grade-appropriate curriculum. The school’s extended day, week, and year take shape in the following ways:

- All students have the opportunity to participate in enrichment opportunities that supplement the intense instruction that takes place during the regular school day. P.E. and Arts instruction enhances core learning and support students’ growth and development. Weekly assemblies, student performances, and guest speakers or presentations further enrich learning. Pending funds availability, TAT offers a variety of visual arts, dance and sports/physical activities both during the school day and through an (optional) after-school program.
- During structured Learning Lab time each regular school day, students have extra time to focus on skills development and mastery of content standards. This period is explicitly designed to respond to student achievement data, and to target student areas of difficulty. It provides another opportunity for extended learning and academic support. Teachers and aides tutor students, provide small group instruction, and targeted support; students work online on adaptive programs to build their proficiencies; students with special needs, including ELs, receive additional targeted supports in coordination with resource staff.
- Tutorial is also offered during after-school (pending funds), where students receive individual guided practice and homework assistance from teachers and aides. Tutorial runs from 3:00-3:30, 4 days each week. Students spend this time in a variety of ways, depending on their current needs and interests. Activities include: guided practice, supervised homework time and support, small group and one-on-one tutoring, remedial instruction and enrichment. Students are coached and given the opportunity to practice the learning strategies and work habits encountered in regular course work.
- At Saturday Academies (pending funds availability), students have time for additional remedial instruction, enrichment instruction, and academic workshops. Students receive additional coaching and practice time to learn school culture and master key standards. Students who have not demonstrated mastery of the power standards or anchor standards are selected first for Saturday academy. Enrollment is then open to all other interested students.
- Truth data surveys measure school experience, and the Kickboard platform bolsters positive reinforcement at school.

Time	Class	Minutes
9:00-9:50 am	Literacy Workshop	50 minutes
9:55-10:45 am	Numeracy Workshop	50 minutes
10:45-11:05 am	Break	20 minutes
11:10-12:00 pm	Writing Workshop	50 minutes

Other components of our instructional model include:

- **Demonstration of mastery.** Multiple forms of fair and credible evaluations, ranging from ongoing observation of the learner to completion of specific projects, are used to better understand the learner's strengths and needs, and to plan for additional assistance and enrichment, as needed. Students have opportunities to exhibit their expertise before their family and community during culminating projects at the end of each semester.
- **A safe school climate of decency, trust and equity.** TAT is a place that is comfortable and inviting to all students. In creating a school culture that is safe and welcoming, students can focus all of their energies on their studies. All staff maintain the same high expectations for behavior and attitude and always make sure that students and families understand how the demanding code of conduct of TAT is critical to developing productive habits of the mind, a positive learning environment, and helps prepare students for the challenges of positive high school and college experiences.

School leadership cultivate **an environment of respect, trust, and partnership** among students, parents, and teachers. TAT demonstrates a non-discriminatory policy and institutes inclusive policies, practices, and pedagogies. The school models democratic practices that involve all who are directly connected and aligned with the school. The school builds on the strength of the community through its partnerships and outreach efforts.

To further support our students' myriad needs, we seek to establish a **true home-school partnership** with the families we serve. TAT actively creates family-school partnerships through ongoing communication (with materials and presentations in parents' home language, clear policies that conveys to parents the school's expectations, and school-wide family events organized by the Parent Association. The Parent Coordinator and School Counselor present a series of parent education workshops to benefit our families based on their specific needs and interests including: mental health services, English/Spanish courses, citizenship/attorney assistance, after school activities, health and wellness, CAASPP, ELD Programs, Summer STEM Programs.

As detailed in Element 4, parents are invited to participate in the TAT School Site Council, which meets monthly to advise the Principal on school policies, resource allocations and other matters, assist in the development of the School Safety Plan, develop, and review and adopt the Single Plan for Student Achievement, and lead parent engagement in developing the LCAP each year. The Council is advisory in nature, with decision-making authority retained by the Principal and Board of Directors. As needed, Council representatives make presentations and recommendations to the Board of Directors.

CURRICULUM AND INSTRUCTION

The TAT curriculum is guided by state and national standards. The guiding principles from the Curriculum Frameworks for California Public Schools: Kindergarten through Grade Twelve and the Common Core State Standards/Next Generation Science Standards (CA CCCSS and NGSS) are incorporated by each of the core content areas. Teachers stay connected to national professional organizations through their publications and conferences to remain current in their content and methodology. Starting in 2019-20, TAT will begin to implement the new

2019 California Arts Standards for Public Schools, Prekindergarten Through Grade Twelve (Arts Standards), and 2019 Health Education Curriculum Framework for California Public Schools, Transitional Kindergarten Through Grade Twelve (Health Education Framework).

TAT's CCSS-aligned (including the new Next Generation Science Standards) core curriculum is designed to articulate with the curriculum at TEACH HS and TEACH ES in content and methods while the pedagogical philosophy between the three schools is consistent. Reading is a focus in all content area learning and all teachers are responsible for increasing student's skills in reading. For example, in English classes, students use reading strategies (ex. CATCH, SOAPST, OPTIC, etc.) to analyze texts across multiple mediums (literature, video, art, etc.). Students practice their literacy skills through independent, partner/group, and class reading in order to achieve an end product that depends on their comprehension and ability to analyze. In order to focus on reading and literacy in science courses students are often asked to investigate scientific processes by reading about them using the CATCH close reading technique, followed by summarizing the reading either graphically, orally, or in text form. Reading is differentiated for students by targeting their Zone of Proximal Development using their Lexile levels. Students are also progressively given longer pieces to read throughout the year to increase their reading endurance and to emphasize reading across disciplines. In foreign language courses, teachers utilize TPRS strategies (Teaching Proficiency through Reading and Storytelling) to teach Spanish, so reading in Spanish is done each class. Through this intensive effort, students gain access to the core curriculum and academic language of their grade level content.

English Language Arts (Core Subject)

The English Language Arts courses prepare students for thoughtful study by conveying the importance of becoming active thinkers during reading and writing exercises. In the area of curriculum development and language arts instruction for grades 5-8, TAT does the following:

- Develop an English Language Arts curriculum that incorporates the grade-level curriculum content specified in the Common Core State Standard. (CCSS Appendices)
- Integrate reading, writing, speaking, and listening to form a greater understanding of history- social science, mathematics, and science.
- Develop important "habits of mind" in the form of evidence, connections and patterns, supposition, and meaning that produce active and thoughtful writers, poets, researchers, and speakers.
- Teach students to read with ease, fluency, and enjoyment.
- Expose students to multicultural fiction, non-fiction, poetry, essays, and scripts.
- Teach students to write with clarity, expression, and purpose.
- Coach students to deliver and critique oral presentations effectively.
- Engage students to reflect upon ways literature and writing impact their lives through authentic writing and multicultural literature selections.
- Integrate appropriate technology and technological analysis into the study of English-Language Arts.
- Adopt and implement Common Core State Standards.

COMMON CORE ENGLISH 5A/B

(YEAR) 5th GRADE

Prerequisite: None

The goal of the Grade 5 Common Core English course in ELA is for students to be exposed to complex texts and given explicit instruction on close reading strategies for reading these pieces of text fluently, with comprehension and deep levels of analysis. In lesson plans, ELA teachers identify the pieces of complex text in each lesson, the strategies used to ensure all students access this text and gain knowledge from the practice of reading, methods of questioning needed to elicit high levels of comprehension, sentence frames for writing and thinking, and writing products that will reveal mastery of the objective

COMMON CORE ENGLISH 6A/B

(YEAR) 6th GRADE

Prerequisite: *Successful completion of English 5 A/B*

The goal of the Grade 6 Common Core English course in ELA is to build in each student, by the time they complete middle school, the stamina and strategies for reading independently and deeply across the range, quality, and complexity of texts included in the curricula. To do so, the Grade 6 Common Core English course provides ample time for independent reading of texts of their choice while helping them to develop a repertoire of strategies for understanding rich and complex literature as well as informational texts required for college and career readiness. As the CCSS strands increase in rigor from grade 5-7, the teachers appropriately plan to strategically pace and scaffold lesson plans to ensure all scholars can successfully achieve at the rigor of the particular grade level.

COMMON CORE ENGLISH 7A/B

(YEAR) 7th GRADE

Prerequisite: *Successful completion of English 6 A/B*

The goal of the Grade 7 Common Core English course in ELA is to build in each student, by the time they complete middle school, the stamina and strategies for reading independently and deeply across the range, quality, and complexity of texts included in the curricula. To do so, this course focuses on teaching students' skills and strategies for critical, independent reading and writing of increasingly complex informational and literary texts. Driven by the Common Core standards, each core novel unit is supplemented with related nonfiction text sets that help build background knowledge and vocabulary students need to successfully comprehend and analyze each text. In addition, independent reading of texts of their choice while helping them to develop a repertoire of strategies for understanding rich and complex literature as well as informational texts required for college and career readiness. In alignment with the demands of the CCSS, students will draw evidence from literacy or informational texts to support analysis, reflection and research.

COMMON CORE ENGLISH HONORS 7A/B

(YEAR) – 7th GRADE

Prerequisite: None *Successful completion of English 6 A/B, application and teacher recommendation*

This course is for 7th graders who have demonstrated distinguished abilities in the various components of English. In addition to more rigorous pacing, students are expected to complete additional homework and presentations.

COMMON CORE ENGLISH 8A/B

(YEAR) 8th GRADE

Prerequisite: *Successful completion of English 7 A/B*

The goal of the Grade 8 Common Core English course in ELA is to build in each student, by the time they complete middle school and transition into secondary school, the stamina and strategies for reading independently and deeply across the range, quality, and complexity of texts included in the curricula. To do so, the Grade 8 Common Core English course provides ample time for independent reading of texts of their choice while helping them to develop a repertoire of strategies for understanding rich and complex literature as well as informational texts required for college and career readiness. In alignment with the demands of the CCSS, students will draw evidence from literacy or informational texts to support analysis, reflection and research.

COMMON CORE ENGLISH 8 HONORS A/B(YEAR) 8th GRADE**Prerequisite:** *Completion of English 7, Application & Teacher Recommendation*

This course is for 8th graders who are meeting or exceeding grade level lexile expectations and who benefit from an accelerated pace and more challenging content. In addition to covering all the skills and content that the English 8 course covers, students engage in activities with accelerated rigor such as reading texts at higher lexile levels, completing writing assignments with more cognitively challenging prompts, and participating in more student-led discussions such as Socratic Seminars. Students combine the Common-Core aligned Pearson curriculum with extension activities designed to make the curriculum more relevant to their daily lives and future college goals. Students are challenged to find common themes among topics as disparate as Communism and Gangs, Witch Hunts and Immigration, and John Adams and Video Games. Students read the anchor texts *Red Scarf Girl* and *The Crucible*, Common Core exemplar texts, and supplement that reading with primary source documents such as Supreme Court cases, the Bill of Rights, and historical memoirs. Students are additionally prepared for success on a college-bound path by gaining technological literacy through the use of technology to both learn content and produce work commensurate with the demands of a 21st century education.

English Language Development (Core Subject)

The ELD program implements both the California ELD Standards and the new *English Language Arts/English Language Development Framework for California Public Schools* (ELA/ELD Framework) and provide both integrated and designated ELD. The school's ELD goals are directly aligned with the goals detailed in the ELD Standards and Framework to "ensure that ELs are fully supported as they:

- Read, analyze, interpret and create a variety of literary and informational text types;
- Develop an understanding of how language is a complex, dynamic, and social resource for making meaning;
- Develop an understanding of how content is organized in different text types across disciplines using text organization and structure, language features, and vocabulary depending on purpose and audience;
- Become aware that different languages and varieties of English exist;
- Recognize their home languages and cultures as resources to value in their own right and to draw upon in order to build proficiency in English;
- Contribute actively to class and group discussions by asking questions, responding appropriately, and providing useful feedback;

- Demonstrate knowledge of content through oral presentations, writing, collaborative conversations, and multimedia; and
- Develop proficiency in shifting registers based on task, purpose, audience, and text type.”⁴⁶

EL students, like their English-fluent counterparts, are expected to gain progress in each of the ELA strands -- Listening, Speaking, Reading, and Writing. The Principal monitors EL progress through formal and informal assessments including grades, standardized test scores, and ongoing communications with classroom teachers and the student’s parents/guardians. (See below, for more details about support/ELD instruction, assessment, reclassification and monitoring of ELs.)

Mathematics (Core Subject)

Students acquire a combination of mathematical hands-on skills and conceptual understanding. In the area of curriculum development and mathematic instruction for grades 5-8, TAT does the following:

- Implement and refine a mathematics curriculum that incorporates the grade-level curriculum content specified in the *Mathematics Content Standards for California Public Schools: Kindergarten through Grade Twelve*⁴⁷ and the frameworks for instructional design.
- Integrate the core concepts of numbers, algebra, geometry, and statistics into a greater understanding of science, history-social science, and language arts.
- Develop important “habits of mind” in the form of evidence, connections and patterns, supposition, and meaning that produce active and thoughtful mathematicians and statisticians.
- Teach students to understand and intuitively use mathematical reasoning: analyzing a problem; estimating a solution; expressing a clear solution and process; and checking validity of results.
- Engage students to reflect upon ways mathematical concepts and theories impact their lives through real-life examples and problems.
- Integrate appropriate technology and technological concepts into the study of mathematics.

Teachers provide direct instruction in new skills and present hands-on activities, while also allowing time in and out of class to practice grade level computational skills. Teachers differentiate instruction throughout the week via Edgenuity and other online programs, focusing on the needs of struggling students and those requiring more advanced work beyond the grade level curriculum. Each math period begins with a warm-up activity requiring the application of skills learned previously to solve a problem.

⁴⁶ California Department of Education. SBE-Adopted ELA/ELD *Framework* Chapters. Accessed on August 28, 2018. <https://www.cde.ca.gov/ci/r1/cf/elaeldfrmwrksbeadopted.asp>.

⁴⁷ California Department of Education. 2001. *Mathematics Content Standards for California Public Schools: Kindergarten through Twelfth Grade*. Accessed on August 28, 2018. <https://www.cde.ca.gov/be/st/ss/documents/mathstandards.pdf>.

Because not all students have mastered the prerequisite mathematical skills for success in the math curriculum, new TAT students are assessed at the beginning of each year and receive interventions that address areas of deficit. Students not meeting standards participate in extra math intervention.

COMMON CORE MATH 5A/B

(YEAR) 5th GRADE

Prerequisite: None

In Grade 5, instructional time will focus on four critical areas: (1) connecting ratio and rate to whole number multiplication and division and using concepts of ratio and rate to solve problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions and equations; and (4) developing understanding of statistical thinking.

COMMON CORE MATH 6A/B

(YEAR) 6th GRADE

Prerequisite: *Successful completion of Common Core Math Grade 5*

Common Core Math 6 is the first of a sequence of three courses at the middle school level from Common Core Math 6, 7, and 8. This is a course designed to meet the needs of 6th grade students under the Common Core State Standards Mathematics. This course focuses on four critical areas: (1) connecting ratio and rate to whole number multiplication and division and using concepts of ratio and rate to solve problems; (2) completing understanding of division of fractions and extending the notion of number to the system of rational numbers, which includes negative numbers; (3) writing, interpreting, and using expressions and equations; and (4) developing understanding of statistical thinking.

COMMON CORE MATH 7A/B

(YEAR) 7th GRADE

Prerequisite: *Successful completion of Common Core Math Grade 6*

Common Core Math 7 is the second of a sequence of three courses at the middle school level from Common Core Math 6, 7, and 8. This is a course designed to meet the needs of 8th grade students under the Common Core State Standards Mathematics. This course focuses on four critical areas: (1) developing understanding of and applying proportional relationships; (2) developing understanding of operations with rational numbers and working with expressions and linear equations; (3) solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume; and (4) drawing inferences about populations based on samples.

HONORS COMMON CORE MATH 7A/B

(YEAR) 7th GRADE

Prerequisite: *Successful completion of Common Core Math Grade 6*

Honors Common Core Math 7 is the second of a sequence of three courses at the middle school level from Common Core Math 6, 7, and Common Core Integrated Math 1. This is a course designed to meet the needs of 8th grade students under the Common Core State Standards Mathematics. This course focuses on four critical areas:

(1) developing understanding of and applying proportional relationships; (2) developing understanding of operations with rational numbers and working with expressions and linear equations; (3) solving problems involving scale drawings and informal geometric constructions, and working with two- and three-dimensional shapes to solve problems involving area, surface area, and volume; and (4) drawing inferences about populations based on samples.

MATH COMMON CORE 8A/B

(YEAR) 8th GRADE

Prerequisite: *Successful completion of Common Core Math Grade 7AB*

Common Core Math 8 is the third of a sequence of three courses at the middle school level from Common Core Math 6, 7, and 8. This is a course designed to meet the needs of 8th grade students under the Common Core State Standards Mathematics. This course focuses on three critical areas: (1) formulating and reasoning about expressions and equations, including modeling an association in bivariate data with a linear equation, and solving linear equations and systems of linear equations; (2) grasping the concept of a function and using functions to describe quantitative relationships; (3) analyzing two- and three-dimensional space and figures using distance, angle, similarity, and congruence, and understanding and applying the Pythagorean Theorem.

CC INTEGRATED MATH 1A/B

(YEAR) 8th GRADE

Prerequisite: *Successful completion of Common Core Math 8 or Honors Common Core Math 7.*

Integrated Math 1 is the first of a sequence of three courses from Integrated Math 1, 2, and 3. The first half of the course focuses on functions, algebra, and the number system. It uses functions as models of real situations and spends most of the time on linear functions, linear equations, and linear inequalities. The second half of the course is focused on Geometry: defining and constructing geometric constructs, using rigid motions to develop proofs of congruence and other geometric properties, and using geometric shapes to model natural objects. The second half also includes Statistics: students summarize, represent, and interpret various types of data.

History/Social Studies (Core Subject)

Students learn about important events and documents shaping history as well as explore fundamental concepts of geography, economics, political science and sociology. In the area of curriculum development and history-social sciences instruction for grades 5-8, TAT does the following:

- Implement and refine a history and social sciences curriculum that incorporates the grade- level curriculum content specified in the *History-Social Sciences Content Standards for California Public Schools: Kindergarten through Grade Twelve*.⁴⁸
- Integrate the core concepts of history and the social sciences into a greater understanding of Science, mathematics, and language arts.

⁴⁸ California Department of Education. 2001. History-Social Sciences Content Standards for California Public Schools: Kindergarten Through Twelfth Grade. Accessed on August 28, 2018. <https://www.cde.ca.gov/be/st/ss/documents/histsocscistnd.pdf>.

- Develop important “habits of mind” in the form of evidence, connections and patterns, supposition, and meaning that produce active and thoughtful historians and social scientists.
- Present history through primary sources such as art, letters, music, maps and personal accounts.
- Engage students in historiography enabling them to compare sources, identify bias, cite trends, understand cause and effect, and debate issues of historical significance.
- Use geography as a medium for understanding historical trends and events, the movement of people and ideas, and the human relationship to its natural environment.
- Engage students to reflect upon ways history and the social sciences impact their lives through trends in government, economics, civics, and social change.
- Integrate appropriate technology and technological analysis into the study of history and the social sciences.
- All grades integrate the following skills into the study of social studies: Historical and social sciences analysis, chronological and spatial thinking as well as research, evidence, and point of view.

TAT’s history and social sciences curriculum is rooted in the curriculum standards specified in the *History-Social Sciences Content Standards for California Public Schools: Kindergarten through Grade Twelve*, *CCSS for English Language Arts and Literacy in History/Social Studies, Science, and Technical Subjects* (CA CCSS for ELA/Literacy), and *2014 ELA/ELD Framework*; we will adopt new history/social studies standards as they are released. Our curriculum shares the same three goals as the Framework: Knowledge and Cultural Understanding, Democratic Understanding and Civic Values, and Skills Attainment and Social Participation. Students gain an understanding of human history as well as how our society and the world work. The curriculum not only supports student acquisition of core knowledge of the world’s eras and civilizations, but also develops the critical thinking skills that historians and social scientists employ to distinguish the important from the unimportant, to recognize vital connections between the present and the past, and to appreciate universal historical themes and dilemmas.

Broad social studies themes and content cover topics of family life, cultures, community, the environment, the study of California, geography, economics, United States and world history with connections to mathematics, science, and the arts. Learning activities engage students in an inclusive classroom setting in reading rich literature and original source documents; students also experience daily opportunities to develop listening, speaking, research, and writing skills.

TAT uses social studies materials from the Document Based Question (DBQ) Project. Founded in 2000, the DBQ Project supports teachers and students in learning to read smart, think straight, and write more clearly through blended educational best practices, content-specific questions, and integrating comprehension skills with historical content. The DBQ Project integrates skills with content in history to help students learn to think and write. As a result, our lessons address most all of the common core standards in reading, writing, speaking and listening, and several standards in language.

TAT extends reading and writing instruction in social studies by examining primary sources, reading historic literature, conducting research, writing and presenting findings. Much of the grade level reading material are presented with scaffolds for comprehension, particularly primary source or other high-interest or high-authenticity

materials that would otherwise be above students' comprehension levels. Social studies also includes instruction in expository writing.

SOCIAL STUDIES 5A/B

(YEAR) 5th GRADE

Prerequisite: None

Our Social Studies curriculum follows the comprehensive and challenging California State Standards. Teachers expect students to master the key concepts and vocabulary, and they also teach them to analyze primary sources, debate different points of view, and make cause-and-effect connections. Teachers also work with students to hone their non-fiction reading skills, learn important content, and apply and retain it in written essays and oral presentations. In addition, United States History is given a particular focus by exploring the people, events and places that lead to the creation of our Nation and development of our government; connecting historical events to current events in the United States; examining a young person's role in shaping the future of our country.

WORLD HISTORY: ANCIENT CIVILIZATIONS 6A/B

(YEAR) 6th GRADE

(World History and Geography: Ancient Civilizations)

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

WORLD HISTORY: MEDIEVAL TIMES A/B

(YEAR) 7th GRADE

(World History and Geography: Medieval and Early Modern Times)

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

UNITED STATES HISTORY 8A/B

(YEAR) 8th GRADE**(United States History and Geography: Growth and Conflict)**

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

Science (Core Subject)

Students begin to understand how scientific processes operate and how those processes relate to one another. In the area of curriculum development and science instruction for grades 5-8, TAT does the following:

- Implement and refine a science curriculum that incorporates the grade-level curriculum content specified in the *Next Generation Science Standards for California Public Schools, Kindergarten Through Grade Twelve*. See detailed summary below.
- Integrate the core concepts of earth science, life science, and physical science into a greater understanding of history-social science, mathematics, and language arts.
- Develop important “habits of mind” in the form of evidence, connections and patterns, supposition, and meaning that produce active and thoughtful scientists.
- Teach students to understand and intuitively use the scientific method: identify a problem; pose relevant questions; state a hypothesis; conduct an experiment; understand the variables; analyze the data; and reach a conclusion or solution that serves as the hypothesis for the next round of inquiry.
- Provide opportunities for lab experiments, field trips, and service learning where students gather, manipulate and record data from their community to better understand the natural world around them.
- Engage students to reflect upon ways scientific concepts and theories impact their lives through their environmental and personal health.
- Integrate appropriate technology and technological concepts into the study of science.

Science instruction at TAT is driven by the new Next Generation Science Standards (NGSS) with an emphasis on how to apply the scientific method to design controlled experiments; the ability to analyze and interpret qualitative and quantitative data; how to apply scientific writing skills to communicate conclusions from scientific data; and the ability to apply scientific knowledge and research to current social and world issues. Literature is also infused into the science curriculum to reinforce content literacy skills and boost comprehension. Students engage and read about science through both fiction and non-fiction texts. Content-rich and high interest trade books are used to support the development of science concepts and associated academic language across all grade

levels. Technology also is incorporated into science activities where appropriate. Microsoft Office (Word, Excel, PowerPoint, OneNote) and/or Google Apps can facilitate data analysis, construction of graphs and tables, and interpretation of results. This software, along with online resources, is used to scaffold content for English Learners and create challenging assignments for advanced students.

The implementation of our standards-based Science curriculum is driven by the constructivist belief that students learn best in an inquiry-based, hands-on, investigative environment that builds upon the knowledge of previous learning. Our students work in cooperative groups to advance through the stages of the scientific process. It is through these cooperative groups that our students learn how to work together to solve a problem.

The project-based/constructivist-driven Science instructional program encourages students to learn content at higher levels of Bloom's Taxonomy, as students have opportunities to apply their knowledge as well as analyze, synthesize, evaluate and create information. While NGSS set the learning foundation, the actual project is the framework through which all of the teaching and experiential learning takes place. Students learn concepts via active engagement in the project. Projects may be problem-, inquiry, experiment-, or design- focused ultimately making the learning more authentic and student- centered. Projects also focus on "real-life", current, possibly community- based problems (i.e. understanding, responding to, and designing a solution for the water drought). Students are responsible for presenting their project outcomes in front of their peers and sometimes the larger school community.

INTEGRATED SCIENCE 5A/B

(YEAR) 5th GRADE

Prerequisite: *None*

In this Integrated Science course, students explore the cross cutting concepts of structure and function, patterns, systems and system models while learning about weather and climate, energy, and the organization of living things. In addition, students' mastery of their grade level content standards in each of the following content strands: physical sciences, life sciences, earth sciences, and investigation and experimentation. A broad, multicultural history of science component spans the entire curriculum, as does skills development, a study of the impact of humans on the environment, and a reinforcement of math and technology skills.

INTEGRATED SCIENCE 6A/B

(YEAR) 6th GRADE

Prerequisite: *None*

In this Integrated Science course, students explore the cross cutting concepts of structure and function, patterns, systems and system models while learning about weather and climate, energy, and the organization of living things. The year begins with an introduction to weather and climate, including the underlying causes of Earth's weather patterns. Next, students embark on an inquiry of global climate change and engage in engineering activities to explore ways in which to minimize human impact on the environment. The second half of the year focuses on learning about the structure of living things from cell to organism. Students discover the ways in which behavior, environment, and genetic factors impact the survival and growth of organisms.

LIFE SCIENCE 7A/B(YEAR) 7th GRADE

The major purpose of this course is to provide all students with science concepts that build upon the students' K–6 experience. Emphasis is placed on Investigation and Experimentation and the Science Standards which prepare students to lead successful and productive lives and prepare them for future science courses. Life Science is the continuation of the retelling of the story of life and the universe. Following up on grade 6's exploration of the beginnings of the universe, in grade 7 students begin with the emergence of life on this planet. Students explore early life forms, multicellular life forms, the emergence of mammals, and the arrival of humans. Particular attention is paid to scientific investigations and lab skills.

PHYSICAL SCIENCE 8A/B(YEAR) 8th GRADE

The Physical Science Standards stress an in depth understanding of the nature and structure of matter and the characteristic of energy. The standards place considerable emphasis on the technological application of Physical Science Principles. Major areas covered by the standards include the organization and use of the periodic table; physical and chemical changes; nuclear reactions; temperature and heat; sound; light; electricity and magnetism; and work, force, and motion. The Physical Science standards continue to build on skills of systematic investigation with a clear focus on variables and repeated trials. Student plan and conduct research involving both classroom experimentation and literature reviews from written and electronic resources.

Visual and Performing Arts (Non-Core)

The arts standards are integrated primarily through the technology courses. Students learn 2-D and 3-D graphic design and master a variety of illustration and modeling applications in order to generate art work. Multi-media arts (music and video production) are integrated through projects in a variety of subjects (ELA students make movies of short stories, Social Studies students create dramatic interpretations of folk tales, etc.). TAT will incorporate the newly adopted 2019 *California Arts Standards for Public Schools, Prekindergarten Through Grade Twelve (Arts Standards)*. In the area of curriculum development and visual and performance arts instruction for grades 5-8, TAT does the following:

- Integrate art and art appreciation to form a greater understanding of history-social sciences, mathematics, science, language arts, and in the after-school program.
- Develop important "habits of mind" in the form of evidence, connections and patterns, supposition, and meaning that produce active and thoughtful artists and performers.
- Provide opportunities for students to discover, develop, and polish artistic talent in the areas of dance, visual arts, music, and theater.
- Engage students in an appreciation of visual and performance art through visits to museums, theaters, and concert halls as well as visits by guest performers.
- Engage students to reflect upon ways art and performance impact their lives through culture and community.
- Integrate appropriate technology and technological innovations into the production of art and performance.

We believe that the arts are an integral part of an educational experience and we are dedicated to providing arts education for all of our students. Art is taught explicitly through a standards-aligned curriculum that exposes students to a wide variety of arts education in visual and performing arts.

The Visual/Creative Arts curriculum emphasizes the following within the visual arts: artistic perception; creative expression; historical and cultural context; aesthetic valuing; and connections, relations, and applications. Students learn how to identify and use elements and principles of design using the language of the visual arts (i.e. value, line, contrast, balance). Based on personal experiences, children create original artwork using various arts media and technical processes. Students explore the role of visual/creative arts in human history, across a variety of cultures and time periods including the different historical art movements (i.e. impressionism, surrealism, abstraction). TAT students learn to make critical judgments about various art works and experiences, making determinations of quality based on analysis, interpretation and derivation of meaning. Finally, students come to learn, value, and enjoy the time that is necessary for the creative process to come to fruition.

ART A/B (NON-CORE/COLLEGE PREP)

(YEAR) 8th GRADE

The purpose of this course is to provide a balanced visual arts program, which guides students to achieve the standards in the visual arts. In General Art, students expand their knowledge of the visual arts while making meaningful connections between the arts and their own experiences through a series of instructional units that combine observing and creating in arts media; reading, writing and speaking about, and reflecting upon the arts. Arts activities focus on applying knowledge of the elements and principle of art to units on drawing, painting, lettering, perspective, sculpture, and the world crafts.

ART AND LITERACY (NON-CORE/COLLEGE PREP)

(YEAR) 7/8th GRADE

Students build reading comprehension, engage in high-level writing activities, and expand their vocabulary and content knowledge in history/social science, through exposure to art history. Students apply their learning to art projects. The course is based on project-based learning and integrates technology and critical thinking.

DRAMA A/B (NON-CORE/COLLEGE PREP)

(YEAR) 8th GRADE

Students observe their environment and respond, using the elements of theatre. They also observe formal and informal works of theatre, film/video, and electronic media and respond, using the vocabulary of theatre. Additionally, students apply processes and skills in acting, directing, designing, and scriptwriting to create formal and informal theatre, film/videos, electronic media productions and live performances.

INTRO TO DANCE A/B (NON-CORE/COLLEGE PREP)

(YEAR) 5th, 6th, 7th, 8th GRADE

This class introduces students to the basic vocabulary and style of dance movement. Dance is about personal style and expression. This high energy class can be taught to anyone with a passion to move, so no dance experience is required.

Foreign Languages (Core Subject)

The school supports English Language Achievement by including Spanish as a Foreign Language and Spanish Language Arts instruction.

Spanish Language Arts is offered as a complementary elective course to the core foreign languages course. Academic research suggests that when students have significant proficiency in their primary language, Spanish, their ability to advance in English increases. The goal of the Spanish language program is for all students to complete Spanish language course work in order to enroll in one or more of the Spanish Advanced Placement courses and successfully pass the examination for either Literature or Language.

The enrollment of Spanish speaking students in Spanish Language Arts provides students with exposure to the rich cultural heritage of Latino literature and poetry. By studying the works of these important literary figures, students cultivate a deeper understanding of the role of Latino culture in our global community. The newly adopted World Language Content Standards for California Public Schools form the basis for both the Spanish Foreign Language course and the native speakers Spanish Language Arts course. The standards are divided into five different categories: Content, Communication, Cultures, Structures, and Settings. Each category has four stages. A non-native would start at Stage 1 and go through all 4. A Spanish Speaker would start at stage 2 and go through 4. The Spanish teacher at TAT is trained to develop curriculum based on these standards through the Occidental College LA Stars program (<http://departments.oxy.edu/education/programs/ocflp/index.html>).

TAT does the following:

- Implement and refine a world languages curriculum guided by the 2019 *California World Languages Standards for Public Schools, Kindergarten Through Grade Twelve*.
- Integrate foreign language and culture to form a greater understanding of history-social sciences, mathematics, science, and language arts.
- Develop important “habits of mind” in the form of evidence, connections and patterns, supposition, and meaning that produces active and thoughtful linguists and translators.
- Provide a variety of settings for students to practice speaking, reading, and writing in a second language including interactive classroom exercises, language labs, foreign language computer software, and interaction with native speakers.
- Engage students to reflect upon ways native and foreign languages impact their lives through culture, community, and international relations.
- Integrate appropriate technology and technological innovations into the study and practice of foreign languages.

SPANISH 1 (CORE, COLLEGE PREPARATORY)

(YEAR) 8th GRADE

The purpose of this course is to develop a basic proficiency in communicating in the Spanish language according to the cultural practices of the countries and regions where Spanish is spoken: Spain, Mexico, Central and South America, the United States, and others.

Physical Education (Non-Core)

For Physical Education & Health for grades 5-8, TAT does the following:

- Implements and refines a physical education program using the guidelines specified in the *Physical Education Model Content Standards, Kindergarten to Grade Twelve*.
- Implements and refines a health curriculum that incorporates the grade-level curriculum content specified in the *Health Education Content Standards*. TAT will implement the new *2019 Health Education Curriculum Framework for California Public Schools, Transitional Kindergarten Through Grade Twelve (Health Education Framework)*, recently adopted by the SBE.
- Approaches physical fitness with the goals of personal challenge, teamwork, sportsmanship, and fun.
- Promotes excellent physical, social, and emotional health among students through stress management, sex education, nutrition, gang prevention, and conflict resolution.
- Engages students to reflect upon ways physical education and health impact their lives through personal well-being.

The TAT Physical Education curriculum is based on the *Physical Education Framework for California Public Schools: Kindergarten through Grade Twelve*. The curriculum promotes excellent physical, social, and emotional health among students in our inclusion classroom model. Our teachers use online programs such as SPARK and Cosmic Kids Yoga for engaging P.E. and Health instruction.

The TAT Physical Education program emphasizes a curricular focus on movement skills and is driven by the need to create a strong foundation for developing a physically educated student in order to develop a person who has the knowledge and control over how the body moves. The focus on movement skills develops a strong and broad foundation in student mastery of these skill areas at the kindergarten and elementary levels. The physical education curriculum emphasizes a variety of cognitive, affective and motor teaching and learning strategies focusing on teaching students how to move. The physical education program focuses on the appropriate developmental mastery of movement skills that enhance self-image and personal development and promote positive social development.

PHYSICAL EDUCATION 5A/B (CORE/COLLEGE PREP)**(YEAR) 5th GRADE**

Students participate on a daily basis in activities aimed at improving their cardiovascular fitness, upper body strength, abdominal strength, and flexibility.

PHYSICAL EDUCATION 6A/B (CORE/COLLEGE PREP)

(YEAR) 6th GRADE

Students participate on a daily basis in activities aimed at improving their cardiovascular fitness, upper body strength, abdominal strength, and flexibility.

PHYSICAL EDUCATION 7A/B (CORE/COLLEGE PREP)**(YEAR) 7th GRADE**

Students participate on a daily basis in activities aimed at improving their cardiovascular fitness, upper body strength, abdominal strength, and flexibility.

PHYSICAL EDUCATION 8A/B (CORE/COLLEGE PREP)**(YEAR) 8th GRADE**

Students participate on a daily basis in activities aimed at improving their cardiovascular fitness, upper body strength, abdominal strength, and flexibility.

Support and Intervention (Non-Core)**SUCCESS ACADEMY A/B (NON-CORE/COLLEGE PREP)****(YEAR) 5th – 8th GRADE**

The Success Academy class is a required course for all grades, divided into several components that support students with designated English Language Development, as well as in the areas of math, language, reading, and oral communication skills, as indicated in the California Content Standards and the expected school-wide learning results. The goal of this course to provide an individualized curriculum for each student, to close the identified skill gaps. Once skill gaps are almost closed, these students will receive targeted practice on essential academic content. In addition, Life Skills are integrated and designed to empower students with critical study and organizational skills, as well as important social skills. These skills support self-motivation, improvement, and growth, with the goal that students will ultimately use these tools to evolve and contribute to their global community.

General Electives (Non-Core)**COMPUTER LITERACY 6A/B (NON CORE/COLLEGE PREP)****(YEAR) – 6TH GRADE**

Introductory course to measure and increase the literacy level of our students in computer basics, mouse and keyboarding skills, how to use the internet for research, improve typing skills, and teach Microsoft Suite programs Word and PowerPoint. Students also use the computer for researching projects for and intervention needs in the core classes.

CC CREATIVE WRITING A/B (NON CORE/COLLEGE PREP)**(YEAR) – 6TH GRADE**

Creative writing supplements the core ELA class by creating additional opportunities to apply Common Core writing and language conventions. Additionally, this course incorporates the reading standards through textual analysis to determine/ appreciate author's purpose, genre classification, aesthetics of authors' stylistic devices, etc.

Students demonstrate mastery of aforementioned literary elements by identifying them in the works of others and incorporating them into their own writing. Students engage in the entire composition process, from brainstorming to writing to editing/ revising to publishing. Reading/ writing genres include autobiographical narrative, short story, myths, fables, folktales, sci-fi, graphic novels, poetry, and drama.

INTRODUCTION TO JOURNALISM A/B (NON-CORE/COLLEGE PREP)

(YEAR) 7th GRADE

The purpose of this course is to offer introductory training in writing news stories, feature articles, and editorials. Students develop skills in basic interviewing techniques, collecting research, selecting appropriate evidence and support, and organizing material from other sources.

SOCIAL JUSTICE AND RESPONSIBILITY A/B (NON-CORE/COLLEGE PREP)

(YEAR) 7th GRADE

This course is designed for students that have expressed an interest in the study of law. It serves as an introduction to civic responsibility and social justice. Student analyze the U.S. Constitution and the Bill of Rights and the role the documents play in Three Branches of the U.S. Government. Students also develop an understanding for the rights of and the roles of American citizens in the creation of law.

RESOURCE LAB A/B (NON-CORE/COLLEGE PREP)

(YEAR) 5th-8th GRADE

Class is divided into components that support students with an Individualized Educational Plan in the areas of math, language, reading, and oral communication skills, as indicated in the California Content Standards and the expected school-wide learning results. It is also used to support students' transitional goals. The purpose of this class is to help students with special needs be successful in the general education program by helping them understand their specific learning styles, and to compensate for their needs with the use of accommodations.

Technology (Non-Core)

Students in the 21st century need to be technologically literate; that is, they need to know how to use the computer to compete successfully in an advanced labor force that is becoming more technologically driven. As noted, technology is integrated into all aspects of our curriculum. TAT students use digital learning programs such as Spring Board to master foundational literacy and computation skills, as well as web-based resources to conduct research and fact-finding inquiries while engaging in project-based learning and completing class and homework assignments. Students receive instruction in basic typing skills and web navigation and become savvy in utilizing technological efficiencies to accomplish daily tasks inside and outside of school. Students develop proficiency in using the standard suite of business applications (e.g., word processing, spreadsheets, databases, and presentations) as they complete a variety of assignments in core subjects. Features include:

- Early exposure to computer science and acquisition of fundamental skills in operating a computer
- Aged-based proficiency in MS Office applications including Excel, Word, and PowerPoint
- Proper etiquette in the use of all electronic media and internet ethics.

INNOVATIVE CURRICULAR COMPONENTS OF THE EDUCATIONAL PROGRAM

As detailed throughout this petition, TAT's project-based, hands-on approach to learning through PBL and tech integration is designed to ensure students are engaged and motivated in their own learning. Our infusion of technology throughout the program helps students master critical 21st century skills while further bolstering engagement in learning at formative period in their academic career. As detailed in the preceding and following section, we believe in educating the whole child, thus our program includes instruction in the arts, P.E., and character education through our Essence of Commitment and Overcoming Obstacles programs. Collaborative learning, culturally-responsive pedagogy, online tools and differentiated learning all ensure each of our students is ready for the rigors of secondary school, college and meaningful careers.

INTERVENTION AND ENRICHMENT PROGRAMS

As detailed above, TAT includes dedicated time during the school day to provide both enrichment and intervention for our young students. Edgeunity is structured based on individual student needs according to data from benchmarks, online curricula and other assessments. Students work individually online or perhaps reading or completing homework, work collaboratively with their peers (including possible peer tutoring in areas such as reading), and work with their teachers and Aides. During this time, students who are at and above grade level may have the opportunities to engage with enrichment activities such as math card games, board games, independent reading, book club and online educational games. Teachers inform students of their grade level performance status. The ELD/Literacy time period of Success Academy includes additional opportunities for intervention as students work independently and in small groups on targeted skills, based on data.

CURRICULAR AND INSTRUCTIONAL MATERIALS

Instructional materials at TAT are chosen after teacher teams conduct an evaluation of needs with the Administrators. Textbooks are integrated as appropriate in relation to an analysis of standards via the Strategic Design process. Specifically, teachers cluster standards to design units, and then integrate textbook resources as appropriate to address standards in each unit.

Student texts and instructional materials are identified based on the following criteria:

- Alignment with state standards
- Research-base and evaluation data showing success with similar student populations
- Accessibility for students
- Alignment with school's mission
- Ease of use for teachers
- The Charter School continuously evaluates, updates, and revises textbook adoptions based on student needs and research about the most effective resources.

Teachers are encouraged to use original and primary source material as much as possible. Instructional materials include novels, photographs, essays, speeches, video, textbooks and manipulatives. Teachers and students have access to the Internet, educational software, word processing, data processing and digital graphics in each classroom. Instructional materials are relevant, thought provoking and interactive.

The academic program at TAT begins with the CCSS/NGSS. Teachers use standards-aligned, research proven curricula (textbook, online and curricular kits) for the core academic subjects. Core course curricula is selected based on review and recommendation of the department and/or grade level team based on the CCSS and CDE Frameworks for each subject.

The following key textbooks and online curricular resources are utilized:

Content Area	Instructional Materials
English Language Arts	Spring Board McGraw Hill's Study Sync The Glass Castle by Jeanette Walls Gang Leader for a Day by Sudhir Venkatesh Canary Row by John Steinbeck Their Eyes Watching God by Zora Neil Hurston Fahrenheit 451 by Ray Bradbury Night by Elie Wiesel Animal Farm by George Orwell Slaughterhouse-Five by Kurt Vonnegut Othello by William Shakespeare Pygmalion by George Bernard Shaw Ready Theory Khan Academy Great Minds – Wit and Wisdom Edgeunity My Path / Path Blazer
Math	Khan Academy Eureka CPM Desmos Dreambox Edgeunity My Path / Path Blazer
Social Studies/History	McGraw Hill DBQ Project
Science	McGraw Hill

All of our materials are selected based on rigor, alignment with the standards, and opportunities for scaffolding to meet the needs of all learners. Teachers carefully supplement the core curricular resources with additional materials and strategies to support our EL and special needs students as described below.

COMPREHENSIVE COURSE LIST

Subject Area	Grade 5	Grade 6	Grade 7	Grade 8
History/Social Science	Social Studies 5A/B	World History: Ancient Civilizations 6A/B	World History: Medieval Times A/B	United States History 8A/B
English/Language Arts	Common Core English 5A/B	Common Core English 6A/B	Common Core English 7A/B Common Core English Honors 7A/B	Common Core English 8A/B Common Core English 8 Honors A/B
Designated ELD/Intervention Support	Success Academy A/B	Success Academy A/B	Success Academy A/B	Success Academy A/B
Math	Common Core Math 5A/B	Common Core Math 6A/B	Common Core Math 7A/B Honors Common Core Math 7 A/B	Math Common Core 8A/B CC Integrated Math 1A/B
Science	Integrated Science 5A/B	Integrated Science 6A/B	Life Science 7A/B	Physical Science 8A/B
Visual/Performing Arts	Intro to Dance	Intro to Dance	Intro to Dance Art and Literacy	Intro to Dance Art and Literacy Art A/B Drama
Foreign Language	N/A	N/A	N/A	Spanish Language Arts
Physical Education	Physical Education 5A/B	Physical Education 6A/B	Physical Education 7A/B	Physical Education 8A/B
Electives		Computer Literacy 6A/B Resource Lab 6 A/B	CC Creative Writing A/B Introduction to Journalism A/B Resource Lab 7 A/B	Resource Lab 8A/B

			Social Justice and Responsibility A/B	
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INSTRUCTIONAL METHODS AND STRATEGIES

As part of the curriculum design process, research-based instructional strategies for increasing student achievement is embedded into the daily culture of the classroom. Strategies brought to light in *Classroom Instruction that Works* (Marzano, Pickering, and Pollock) are utilized by teachers in their classrooms. These researchers have compiled teaching practices and strategies that "have a high probability of enhancing student achievement for all students in all subject areas at all grade levels" (Marzano, Pickering, Pollock, 2001). Teachers are challenged to examine the three elements of effective pedagogy: Instructional Strategies, Management Techniques, and Curriculum Design.

TAT utilizes instructional methods that incorporate one or more of the nine components found to have a positive effect on student learning, as described by Marzano.⁴⁹ These include:

- Small projects and other ways of experiencing real-world problems
- Collaborative investigations and demonstrations
- Mini-lessons that address specific skills within the context of larger projects
- Giving guidance and adequate time to self-reflect and self-assess
- Democratic classrooms and school structure
- Authentic assessments
- Direct instruction
- Research based projects
- Cooperative group work and projects

To ensure success for each TAT student, the staff use multiple means of engaging and reaching students—relying first on each student’s identified learning preferences and cultural styles, and gradually stretching each student to adapt to a variety of teaching styles that might present themselves in secondary and post-secondary education and/or job training. The core instructional methods TAT discussed above – project-based/constructivist learning, blended learning, and so on help to ensure that each student accesses and masters the content standards in a meaningful way.

To help teachers develop their abilities to offer these instructional methods, school leaders provide intensive professional development and coaching through weekly opportunities for teacher collaboration during grade level PLCs, weekly vertical articulation across grade levels, weekly PDs, summer PD, and In-service training days throughout the school year.

⁴⁹ Marzano, R. 2001. *Classroom Instruction that Works: Research-based Strategies for Increasing Student Achievement*.

We train and support how teachers use the process to develop standards-aligned assessments and project-based instructional activities at each grade level and across the content areas. In addition to using an online system for leaders and teachers that manages walkthroughs, observations, feedback, reporting, and professional development and also where teachers can engage in self-assessment and direct their own professional development based on the TEACH Public Schools Framework for Instructional Excellence.

The traditional backwards design process guides teachers through a three-step process:

- Internalization and prioritization of the Common Core State Standards
- Differentiated assessment methods aligned to prioritized standards and identified learning targets
- Innovative, research-based instructional strategies clearly articulating student learning objectives

The second step is a process of aligning standards and assessments to real-world learning applications that take the shape of meaningful, rigorous, and assessable projects. At TAT, it is the expectation that students are engaged in the curriculum and learning objectives at all times. Teachers are expected to continuously communicate learning objectives +to all students while assessing, both formative and summative, student mastery of all concepts and state content standards. Learning objectives are communicated via standardized board configurations that include learning standards and objective. Additionally, teachers communicate the learning objective verbally along with students. Students are taught to great guest to the room by communicating the learning objectives for the day. Teachers and students are also taught to connect the learning objectives to previous and future learning.

Teachers at all grade levels are trained in proven effective models of standards-based instruction: Strategic Design for Student Achievement (SDSA).⁵⁰ SDSA comprises a four-step process in which teachers analyze and prioritize content standards, align assessments to those standards, design instructional activities that are aligned to standards and assessments, and analyze achievement outcomes to determine effectiveness. This process can be applied using any curricular materials including adopted programs and texts. SDSA, rooted in *Understanding by Design*, by Grant Wiggins and Jay McTighe, effectively allows teachers to identify gaps between their adopted texts and the Common Core State Standards, and to strategically select resources that help them fill those gaps.

The school leader is responsible for training the teachers in the SDSA model to design and deliver comprehensive standards-based lessons, in which multiple standards are clustered from across the content areas are effectively addressed and assessed, using the four SDSA stages or steps:

Stage 1: Unpacking and Prioritizing Common Core Standards

⁵⁰ Stiggins, Rick (2005) *Student Involved Assessment for Learning*. Pearson/Merrill/Prentice Hall; Wiggins, G & McTighe, J. (2001) *Understanding by Design*. Prentice Hall. Marzano, R., Pickering, D. and Pollock, J. (2001). *Classroom Instruction That Works: Research-Based Strategies for Increasing Student Achievement*.

Teachers and administrators apply specific tools necessary to “unpack” and prioritize content standards. This is a necessary prerequisite step to effectively designing assessments that are aligned to standards. Specifically, teachers:

- Understand the three steps of the backward design process (identifying desired results, designing and aligning assessments to those results, differentiating instruction to meet the needs of all learners)
- Apply a concrete process for analyzing standards⁵¹ which helps teachers internalize the standards as well as determine the following information:
 - Rigor as it applies to the standard. This is tied to creating assessments, and Japanese Lesson study as described by James Stigler's conclusions in *Before It's Too Late: (A Year 2000 Report to the Nation from the National Commission on Mathematics and Science Teaching for the 21st Century.)* Japanese Lesson Study has proved to be one successful means to long-term improvement in teaching in the US, and on figuring out “how to generate, accumulate, and share professional knowledge.”
 - Student evidence as it relates to each strand of the standards (this is tied to creating assessments)
 - Identification of power standards that serve as “anchors” upon which units can be based. Other sub standards are used to support the mastery of the power standards within each unit designed by teachers (this is tied to creating assessments for units as well as individual lessons within the unit).

Stage 2: Aligning Assessments (formative and summative) to content standards

Teams of teachers design effective assessments that are aligned to standards and provide an accurate measure of a student's ability to engage in the level of thinking that is required by each standard. Specifically, teachers:

- Identify four overarching assessment methods (selected response, constructed response, performance assessment, and personal communication) from which to choose when designing standards-based assessments (both formative and summative)
- Analyze content standards to determine the “achievement target” embedded within each standard (achievement targets are the link between standards and assessment)
- Match an appropriate assessment method to each standard
- Establish and articulate clear criteria for reaching proficient performance on standards

Stage 3: Differentiating Instruction to Meet the Needs of All Learners

Teachers design innovative instructional strategies by:

- Differentiating the content, process, and products delivered to students in order to provide equal access to standards-based education for all learners (including English language learners and students with special needs)
- Writing effective standards-based lesson plans
- Exploring how all learners (including ELs and special needs students) vary in their readiness, interests and learning profiles).
- Using a repertoire of research-based instructional strategies proven to increase achievement in a standards-based system (e.g. latest research from Marzano, Pickering, Pollock, Schmoker, Tomlinson)

⁵¹ Analyzing standards is a process by which teachers isolate the verbs in the learning standards and determine its Bloom's Level. The higher the Bloom's Level and the weighting of the standard on the Smarter Balanced Assessment determine the priority of the standards. Standards with higher priority are power standards or anchor standards.

Instruction involves a wide array of instructional strategies, curriculum and materials. Many of the instructional strategies listed below incorporate one or more of the nine research-based strategies to have a positive effect on student learning as described in *Classroom Instruction that Works* (Pickering, Pollock, 2001). Sample instructional strategies include:

- Collaborative investigations and demonstrations
- Reflective journals and portfolios including student learning goals
- Authentic assessment, both publisher and teacher-generated
- Assignments based on real world issues and arguments
- Research based projects based on real world issues and arguments
- Cooperative group work and projects
- Inter-disciplinary approaches to curriculum
- The presentation of clearly defined “Learning Targets” for all students by all teachers
- Rubric self-assessment
- The involvement of community members and educational partners in instructional presentation

Stage 4: Analysis of Achievement Outcomes to Determine Effectiveness

Teachers analyze achievement outcomes by:

- Using professional learning communities, groups of teachers grouped by lesson planning proficiency, to collaborate on lesson planning and delivery
- Examining student work weekly
- Analyzing achievement data from in-house and state-mandated tests /

As a result of implementing and using this process, educational objectives become the criteria by which materials are selected, content is outlined, instructional procedures are developed, and tests and examinations are prepared. Teachers use the process on a continual basis to evaluate the effectiveness of materials and instructional strategies used in their classrooms. Thus, the process serves as the vehicle for ongoing conversations among and between grade levels at TAT. Specifically, all teachers are charged with the responsibility of meeting weekly, as a staff, to engage in lesson study and the examination of student work in order to critically examine lessons to determine their effectiveness.

The backward design process enables teachers to design and deliver comprehensive, standards-based lessons, in which multiple standards from across the content areas are effectively addressed and assessed.

[HOW THE SCHOOL'S INSTRUCTIONAL METHODOLOGIES AND CURRICULUM ENSURE STUDENT MASTERY OF THE CALIFORNIA CCSS AND OTHER STATE CONTENT STANDARDS](#)

TAT has carefully designed a school model with curriculum aligned to the California state standards (www.cde.ca.gov/be/st/ss) including the new California Common Core State Standards (CA CCSS) and Next Generation Science Standards (NGSS). Instructional methodologies ensure that each and every student receives a personalized, differentiated program based on data and individual needs to lead to mastery of the content

standards. As detailed above, our Strategic Design for Student Achievement (SDSA) model leads teachers through intentional lesson planning with a goal of standards mastery for all students.

In order to support all learners, specifically our students that are English Learners, TAT uses both an integrated and designated approach to the ELD standards. The integrated approach supports EL students during the school day's core learning activities with a variety of SDAIE strategies, scaffolding and support. This includes support specifically targeted for newcomer ELs and those who are designated "At-Risk" of Long Term English Learner status. Through both the integrated and designated approaches, our teachers use the new ELD standards to design lessons and supports for our English Learners.

HOW THE INSTRUCTIONAL PROGRAM SUPPORTS STUDENT DEVELOPMENT OF TECHNOLOGY-RELATED SKILLS AND STUDENT USE OF TECHNOLOGY

TAT is conceived with the understanding that technology integration enhances student achievement and motivation. Technology, however, is no substitute for high quality lesson planning. When integrated into a thoughtful, innovative lesson plan technology can help open a classroom to a wealth of information and resources. Students must understand how to interpret and evaluate Internet search results, as well as how to communicate deep understanding using software applications and multimedia technology. Students use technology to solve math problems, download homework, complete writing assignments, access on-line services, communicate with teachers and project team members, keep journals on their learning process, present their learning and play games.

Technology-savvy teachers are recruited to teach at TAT. They use technology for posting grades and collecting homework and class notes, giving on-line tests, setting up student journals, and creating discussion boards. All of the teaching staff are involved in professional development activities that include educational technology and coaching. For example, teachers are trained in the use of Google Apps and other web-based applications to create instructional and meaningful web pages for students to use in their learning, interactive learning games that students can play to master content, and interactive independent practice activities that students can complete online. By teachers using these technological delivery modes we are preparing students to be ready to interact in a computer-based society. Teachers are given useful strategies to guide their students to evaluate this research, and to determine Internet source credibility, such as BrainPop lessons during Success Academy and lessons in History/Social Science curriculum on evaluating sources. Additionally, Currency, Reliability, Authority and Purpose (CRAP) checklists are used across disciplines to help guide students in evaluating sources including source, credibility, purpose, currency, and accuracy. The Principal confirms that teachers effectively use technology as a tool for delivering instruction, and technology is built into evaluations through class observations and focus groups to show how achievement and instruction is impacted.⁵²

Starting in the 2019-20 school year, TAT will have one computer for each student. The computers for classroom student use are Google Chrome Books (which meet the criteria for Smarter Balanced assessments), are centrally networked and have access to a variety of educational software. For example, the Data Director platform allows

⁵² Ravitz & Megendoller. 2002. Teaching with Technology: A Statewide Professional Development Program. Buck Institute for Education.

teachers to administer assessments that mirror the Smarter Balanced assessments. Every computer has Internet access with proper firewalls and content screening. Each teacher easily controls access to computers or the Internet via an instructional computer at his/her desk, which contains a monitoring system. Teachers use visual aids such as LCD projectors and smart boards to aid lessons. Extensive professional development by field experts and in-class coaching for teachers ensure that lesson plans use this technology to enhance high-quality lesson plans.

TAT uses technology in the classroom to improve the following areas: communication, collaboration, project-based learning, and advanced problem-solving. Students' communicate with each other and with their teachers, and teachers' communication with students and their parents increases as students and families have real time access to grades and learning activities. TAT's website allows students, teachers and parents to share information, schedules, homework assignments and create a space to showcase student work and accomplishments. Students always have access to teacher feedback and class requirements. Teachers are able to build web-resource pages for students to use in their research projects.

Collaboration comes in several forms. Teachers, professional development professionals, and administrators are part of an online community, a technology infrastructure, that bridges existing communication and information tools used by educators throughout the United States. Online communities, such as Edmodo, our domain within Google Plus and Data Director are examples.

Teachers and coaches collaboratively build long-term interdisciplinary units that share a common theme. Teachers create an overarching social infrastructure to nurture, organize, and manage educational activities and resources for students. Teachers are given time during weekly PD time to work in grade level groups to plan and implement their interdisciplinary units. These units are aligned to their semester long PBL projects. The assignments and products of these units are resources for students in completing their semester PBL projects. For example, while students in history class are covering topics including slavery, The Civil War, and Reconstruction via primary source documents and DBQ's, while in English class they reading *Their Eyes Were Watching God* and discussing the same events from a different lens. Students are able to download templates, rubrics, and resources for use in classroom assignments and group projects. They also work simultaneously on projects that enable them to brainstorm and problem-solve as a group.

- Project-based learning helps to create multidisciplinary projects that allow students to combine knowledge from several subjects, creating a unified piece of work, often in collaboration with other students. Students can store their work centrally (on the school's network) while working on their projects and use diverse media offered by computers, text, pictures, video, and sound. There is a minimum of one project per unit. Students can complete one project for multiple classes; however, a rubric determines which content is assessed by which teacher.
- Advanced problem-solving allows students to create solutions to problems presented to them by their teacher. These problems require creativity, research, and critical thinking to solve. Students use Microsoft Suite to test assumptions, research potential answers, and track their progress. Examples include opening up a virtual business, creating a simple computer program, managing a school activity, or adding to the school website.

- Teachers at TAT have an opportunity to develop an on-line set of tools on Moodle, which allows teachers to give exams/quizzes, assignments, and lectures online. Additionally, Moodle allows students to take the exam online, and both teachers and students receive immediate feedback. All staff are trained on Moodle and receive ongoing support.

By blending technology with project-based learning, students learn realistic and effective ways to enhance their own education, such as online research or more diverse ways to communicate with teachers and mentors, such as instant messaging, email and voice-over IP. Technology helps students understand appropriate grade-level scientific and mathematic concepts, collaborate with fellow students, and improve basic skills at their own pace. Technology enhances student learning by providing a multimedia-learning environment that caters to students' different learning styles.

TAT integrates technology into student learning and assessment at all grade levels, 5-8. Students are trained in safety and digital literacy and utilize technology and develop skills in four core areas: 1) Word Processing; 2) Spreadsheets and Databases; 3) Multimedia; and 4) Desktop Publishing.

GRADUATION REQUIREMENTS – N/A

CREDIT RECOVERY OPPORTUNITIES – N/A

WESTERN ASSOCIATION OF SCHOOLS AND COLLEGES (WASC) ACCREDITATION

While not required for middle schools, TAT has full six-year WASC accreditation through June 30, 2022.

TRANSFERABILITY OF COURSES - N/A

ACADEMIC CALENDAR AND SCHEDULES

ACADEMIC CALENDAR

The TAT calendar includes 185 days of instruction. Wednesdays are "Minimum Days" for teacher professional development and collaborative planning.



**TEACH PUBLIC SCHOOLS
2020-2021 INSTRUCTIONAL CALENDAR**

MONTH	FIRST WEEK				SECOND WEEK				THIRD WEEK				FOURTH WEEK				FIFTH WEEK				INSTRUCTIONAL DAYS	MINIMUM DAYS	PUPIL FREE DAY	LEGAL HOLIDAY	UNASSIGNED DAY					
	Mon.	Tue.	Wed.	Thu.	Fri.	Mon.	Tue.	Wed.	Thu.	Fri.	Mon.	Tue.	Wed.	Thu.	Fri.	Mon.	Tue.	Wed.	Thu.	Fri.						Mon.	Tue.	Wed.	Thu.	Fri.
JULY 2020																										0	0	0	1	0
AUGUST 2020																										16	3	0	0	0
SEPTEMBER 2020																										19	5	2	1	0
OCTOBER 2020																										22	5	0	0	0
NOVEMBER 2020																										15	2	0	2	4
DECEMBER 2020																										14	3	0	2	6
JANUARY 2021																										13	3	1	2	5
FEBRUARY 2021																										19	4	0	1	0
MARCH 2021																										19	4	0	0	3
APRIL 2021																										20	3	0	0	2
MAY 2021																										20	4	0	1	0
JUNE 2021																										8	5	1	0	0
TOTALS																									185	41	4	10	20	

IMPORTANT DATES	
Independence Day	7/3/2020
First Day of Instruction	8/10/2020
Labor Day	9/7/2020
Veteran's Day	11/11/2020
Thanksgiving Holiday	11/23/2020 - 11/27/2020
Winter Recess	12/23/2019 - 1/10/2020
Second Semester Begins	1/11/2021
Dr. Martin L. King Day	1/18/2021
President's Day	2/15/2021
Spring Recess	3/29/2021 - 4/2/2021
Memorial Day	5/31/2021
TPES Kinder Culminating Ceremony	06/10/2021 8am
TAY 5th Grade Scrimmage	01/02/2021 1pm
TTCHS Graduation	06/09/2021 5pm
Last Day of Instruction	6/10/2021



LEGEND	
	School Closed / Holiday
	TEACH Minimum Days (Teacher PD)
	Teacher In-Service PD Day (No Students)
	Back to School / Open House Days (Minimum Day)
	First and Last Day of School/Semester
	TEACH Summer Institute for Staff

SAMPLE DAILY SCHEDULES



**5th-8th Bell Schedule
TEACH Academy of Technologies 2019-2020**

Monday, Tuesday, Thursday, & Friday

Description / Section	Start Time	End Time	Length
Advisory	8:00 AM	8:30 AM	30 min
Period: 1/2	8:30 AM	10:00 AM	90 min
Nutrition	10:00 AM	10:20 AM	20 min
Period: 3/4	10:25 AM	11:55 AM	90 min
Lunch	11:55 AM	12:25 PM	30 min
Period: 5/6	12:30 PM	2:00 PM	90 min
Success Academy	2:00 PM	3:05 PM	65 min

(Designated ELD)			
Teacher Office Hours	3:05 PM	4:00 PM	55 min

Wednesday

Description / Section	Start Time	End Time	Length
Period 1/2	8:00 AM	9:25 AM	85 min
Period 3/4	9:30 AM	10:55 AM	85 min
Period 5/6	11:00 AM	12:25 PM	85 min
Lunch/Dismissal	12:30 PM	1:00 PM	30 min
Professional Development	1:30 PM	4:00 PM	150 min

Total Minutes on Average Day (144): 365 Minutes per day/Total Minutes: 51,465
 Total Minutes on Wednesday Day (41): 265 minutes per day/Total Minutes: 10,865

Total Minutes Instructional Minutes: 62,330

INSTRUCTIONAL DAYS AND MINUTES

With an extended school year (185days), TAT greatly exceeds the required instructional days and minutes for all grade levels. In fact, a student enrolled at TAT receives 8,330 more minutes annually required.

Grades	Grades Offered	Number of Regular Days	Number of Instr. Minutes Per Regular Day	Number of Early Dismissal Days	Number of Instr. Minutes Per Early Dismissal Day	Number of Minimum Days	Number of Instr. Minutes Per Minimum Day	Number of [Other] Days	Number of Instr. Minutes Per [Other] Day	Total Number of Instr. Days	Minutes Req'd Per State Law	Total Number of Instr. Minutes	Number of Instr. Minutes Above/Below State Req't.
TK/K	Select Y/N									0	36000	0	-36000
1	Select Y/N									0	50400	0	-50400
2	Select Y/N									0	50400	0	-50400
3	Select Y/N									0	50400	0	-50400
4	Select Y/N									0	54000	0	-54000
5	Select Y/N	141	365			41	265			182	54000	62330	8330
6	Select Y/N	141	365			41	265			182	54000	62330	8330
7	Select Y/N	141	365			41	265			182	54000	62330	8330
8	Select Y/N	141	365			41	265			182	54000	62330	8330
9	Select Y/N									0	64800	0	-64800
10	Select Y/N									0	64800	0	-64800
11	Select Y/N									0	64800	0	-64800
12	Select Y/N									0	64800	0	-64800

EARLY COLLEGE AND MIDDLE COLLEGE -N/A

PROFESSIONAL DEVELOPMENT

PROFESSIONAL DEVELOPMENT

TAT is committed to supporting its staff and teachers by providing continuous meaningful opportunities for professional growth and development. We believe that one of the best methods for professional development consists of learning from others facing similar situations. We foster a collaborative school environment where teachers are given a chance to interact and collaborate regularly, including a Professional Learning Community (PLC) format. In grade level teams and whole school sessions, teachers engage in collaboration including lesson plan development, student achievement strategies based on data, and general student-related discussions between teachers. All teachers are encouraged to seek assistance from TAT administrative team and coworkers or other teachers throughout the year. Administrators foster an open door atmosphere of collaborative teamwork wherein all staff members help identify and use best practices. +++++Administrators also monitor and mentor teachers to ensure they are properly supported and have sufficient resources. Support includes ensuring that all new teachers complete their induction requirements. At TEACH Public Schools new teachers receive support from the start. After new teachers are hired and placed, new teachers attend a new teacher meeting in August. The purpose of the new teacher meeting/orientation is to:

Facilitate introduction and welcome to the site

- Offer site orientation to highlight available resources, procedures, and policies
- Assign in-building mentors
- Provide needed resources such as information for clearing their credential through LACOE
- Clearly articulate expectations for teachers

At the beginning of the year the administration splits up the list of new teachers evenly so every new teacher has an administrator as a mentor. The administration uses this list of new teachers completing BTSA and meets with them on a monthly basis. During a one on one meeting, the new teacher goes over their progress and any support needed. In the spring semester all teachers completing BTSA attend another new teacher meeting. The purpose of this meeting serves more as a check in. Teachers completing their induction program receive support from the start and throughout the year, including financial reimbursement for completed BTSA course work. We want to prepare teachers to be reflective educators, dependent on research, data collection, and data analysis as they make professional decisions. Most importantly, we want to support teachers in utilizing regular self-assessments of their teaching practice on the Continuum of Teaching Practice.

Teachers also are informed about and encouraged to attend outside professional development opportunities. TAT desires to create an open environment where teachers feel part of a team and are able to trust each other for various school related issues.

TAT offers three weeks of formal professional development and training for all faculty each summer,⁵³ along with five pupil-free days throughout the school year for close analysis of student benchmark data. Summer PD includes:

- Mission and vision of TAT and review of the charter petition
- Building the school culture through TAT's Essence of Commitment and Overcoming Obstacles character ed, and restorative justice practices
- Strategic Design for Student Achievement process (including backwards design/McTighe and Wiggins, and Marzano)
- Project-Based Learning
- Data-driven decision-making, including training on the school's data management systems
- Integrating technology and blended learning in the classroom
- Culturally responsive pedagogy
- Differentiated instruction, including strategies for meeting the needs of EL and special education students
- Meeting the needs of English learners and EL strategies; Integrated ELD Implementation Support
- Special Education: legal timelines, district policies, Student Success Team process, assessments, and strategies for working with students with special needs including Disability Awareness, and Compliance with the Americans with Disabilities Act
- Professional Learning Communities
- Teacher evaluation: the evaluation rubric, teacher expectations
- Assessment: standardized tests (CAASPP, ELPAC, etc.), benchmark assessments
- School Operations
- Health & Safety Policies and Procedures
- PBIS
- Powerschool Gradebook Training; Norming Collaboration
- Teaching the WHOLE Child
- Non-negotiables
- Professional Environment; Relaxed and Positive Energy; Proactive vs. Reactive

⁵³ Pending funding, such as grant support from the CDE's Public Charter Schools Grant Program (PCSGP), the summer session may be extended to three weeks in the initial years of operation of the school as we work to collaboratively develop initial curriculum and assessments.

- Mindshift: Focus on the positive Kickboard
- AVID: Using WICOR to increase rigor and engagement during instruction
- Analysis of CAASPP data

In addition, each Wednesday during “early release” time, teachers collaborate and engage in training from 2:00-4:00 p.m. Specific topics addressed during the professional development and collaboration time include reinforcement of those topics introduced during the Summer Training, as well as new topics selected based on the specific and current needs of the staff, students and school community.

The California Standards for the Teaching Profession play a pivotal role in the training and success of our teachers. The California Standards for the Teaching Profession serve as a common language for teachers. Effective teaching requires educators to successfully implement the California Standards for the Teaching Profession in their daily instruction. At TEACH Academy of Technologies, The California Standards for the Teaching Profession serve as the foundation for reflection and formulation of professional goals. All teachers receive a Goals and Objectives template that they will fill out and collaborate with their designated administrator throughout the year. (See appendix A) The Goals and Objective template is based on the six standards of the California Standards for the Teaching Profession. The template is customized for each standard. The teacher focuses on one standard for the year and the administrator goes in and looks for what elements and indicators are evidenced. The elements represent the key components of each standard. The elements are listed as a guide to assist in defining and developing goals & objectives. The administrator and teacher go over this in their monthly one on one meeting. The purpose of this is for the administrator guide, monitor, and assess the progress of the teacher and his/her goals.

Administrators and teachers continually seek to develop themselves as professional educators and human beings. Individuals and teams of teachers are regularly sent to conferences, workshops, and demonstration sites to participate in gathering information on innovative strategies for improving student mastery of the skills and content required for promotion. These teachers share their findings during professional development days with their grade levels or schoolwide sessions. Peer relationships include coaching, mentoring support and opportunities for professional development and frequent informal discussions on educational issues. TAT administrators facilitate peer relationships by creation of an atmosphere of equality and where collaborative teamwork is prioritized. The project based curriculum forces teachers to work on an interdisciplinary level with common planning time, shared assignments, and joint extracurricular activity supervision. Problems and weaknesses are openly recognized, and there is a candid search for improvements. The values of serving students, professional development, and self-renewal is central in TEACH Public Schools’ culture. TAT implements a professional development system that is focused and designed to address the specific needs of a staff committed to the implementation and assessment of an instructional program that is standards-based, academically rigorous, research-based and uniformly available to all students.

TEACHER RECRUITMENT

Teachers who are qualified to deliver the instructional program are recruited through various search methods, such as EdJoin, Craigslist, CCSA, Teach for America, at local universities, at community organizations, the TEACH website and word of mouth. Recruitment is both local and global as necessary to find teachers appropriate for the

school's instructional approach (project-based learning, technology integration, etc.). All teachers and other instructional staff (including teaching aides) meet federal and state requirements.

Selection of teachers is based on their teaching experience, credentials, and ability to demonstrate effective instructional capabilities in the classroom. The TAT's administrative leadership team (Chief Executive Officer/Executive Director (CEO/ED), Superintendent of Schools, Principal) review the qualifications of candidates that wish to apply for employment at the school. Individuals who wish to apply for a position are required to submit a resume and a TAT employment application. The administrative leadership team reviews all submissions and determine which candidates are best suited for the school based on their qualifications. TAT's administrative leadership team conducts interviews with candidates and notify each person of their status once a decision is made. Candidates who are offered employment receive written notice from TAT.

Teachers are selected by the Principal, working with the administrative leadership team (CEO/ED, Superintendent of Schools, Principal). Selection is based on teaching experience, the degree of subject matter expertise, and ability to demonstrate classroom capabilities. Teacher candidates demonstrate how they provide a quality curriculum and a strong classroom environment. Experience working with low income students is a strong qualification for employment. TAT recruits ESSA-compliant teachers holding a CLAD or BCLAD credentials with experience in scaffolding techniques and performance-based instruction. Teachers need to be well versed in SDAIE and English Language Development (ELD) techniques.

Please see the table below for the TAT's plan to provide new teacher professional development to support in the implementation of the Charter School's specific educational program.

NEW TEACHER SUPPORT PLAN

<p>TEACH Public Schools Summer Institute (7/29-8/09)</p>	<p>TAT Foundation</p> <ul style="list-style-type: none"> • Whole Child & PBIS • Integration of EL supports • Curricular Planning <p>TAT Mission/Vision Instructional Series Plan Overview</p> <ul style="list-style-type: none"> • Series Objective: Achieve High Quality Instruction for All through Effective Differentiation <p>Essential Themes</p> <ul style="list-style-type: none"> • Consistent Schoolwide Practices • Multiple Entry Points and Embedded Scaffolding • Culturally and Linguistically Responsive Teaching and Learning <p>Topics of Inquiry</p> <ul style="list-style-type: none"> • Examining student achievement data • UBD and UDL • Academic Discourse • Structured Discussion Protocols • Authentic Collaboration • Flexible Grouping • Disciplinary Literacy • Integrated Language Supports • Language Development • Looking at IEPs <p>Cycles of Learning in PLC</p>
<p>1st Wednesday</p>	<p>Introduce New Content to PLC Establish Cycle Goal Identify/design Assessments Bridge to Practice: administer assessment and collect data</p>
<p>2nd Wednesday</p>	<p>Data Analysis Collaborative Planning Intervisitation Observations Bridge to Practice: implement strategy and collect student work, conduct classroom visits and make observation notes</p>
<p>3rd Wednesday</p>	<p>Share observation feedback Examining Student Work Reflecting and Refining Products: Assessment, lesson plan, observation notes/video, artifact</p>

Culminating Event: In-Service Days	Teacher Presentation of Cycle Outcomes Examining student achievement data Making the Connections to Culturally and Linguistically Responsive Teaching and Learning
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MEETING THE NEEDS OF ALL STUDENTS

STUDENT SUCCESS TEAM (SST)

TAT is implementing a Multi-Tiered System of Supports (MTSS), an evidence-based model of schooling that uses data-based problem-solving to integrate academic and behavioral instruction and intervention. The integrated instruction and intervention is delivered to students in varying intensities (multiple tiers) based on student need. “Need-driven” decision-making seeks to ensure that school resources reach the appropriate students at the appropriate levels to accelerate the performance of ALL students to achieve and/or exceed proficiency. If a student is not progressing toward the standards and is between 1.9 and 2.0 grade levels below proficiency, the student automatically moves to tiered support strategies.

These services fall along this scale, according to need:

LEVEL 1 SUPPORT STRATEGIES FOR ALL STUDENTS

- Additional instructional time
- Differentiated instruction
- Flexible groupings
- Additional exposure to the information and language being presented in the lesson
- Progress reports to parents/guardians
- Planner checks
- Paraprofessional support
- Focus on accelerating student progress and meeting student needs

LEVEL 2 SUPPORT STRATEGIES FOR LOW-ACHIEVING STUDENTS

- Extended day program for tutoring
- Teacher assistance
- Counseling and parent meetings
- One-on-One Instruction by teachers, paraprofessionals or the Inclusion Specialist
- Peer tutoring
- Additional Focused assignments

LEVEL 3 SUPPORT STRATEGIES FOR LOW-ACHIEVING STUDENTS

- Formal TAT Advisory meeting held to determine need for formal assessment for Special Education
- Special education classes providing academic support and learning strategies
- Special education/general education collaboration for instruction and assignments

TAT recognizes that there are students who may need additional support within the classroom both academically and behaviorally. When a student may be in need of additional support or intervention (particularly when that student enrolls at TAT without an existing IEP), the Student Success Team (SST) ensures that the school and community are doing everything possible to make students successful at school. The SST mobilizes and coordinates the school's resources, and a request for assistance from the SST can be made by a teacher, administrator, parent or guardian. The SST process is coordinated by the Principal, who organizes the SST process by managing the necessary paperwork, scheduling meetings, and inviting members (including parents/guardians) to SST meetings. All teachers receive professional development regarding identification of student needs, modifications and interventions, and the SST process. (See also, Professional Development.)

The SST Team evaluates student needs and create an action plan based on data, with concrete steps and plans to provide support and intervention. Instruction activities vary to accommodate different learning styles to draw out students' various strengths. Students simply needing additional assistance in particular subjects or skill areas may get additional help from peers, staff, and volunteer tutors. Students who are not achieving because of behavioral issues or distracting issues in their lives outside of school have a forum for identifying and discussing issues during class meetings or one-on-one with staff. When additional interventions are needed, the staff are proactive in coordinating support services via our partners at Hope Street and other area services providers. Central office staff support the Principal in overseeing these linkages and ensuring students (and their families) receive appropriate services.

Over the course of a time specified in the plan (generally 6-8 weeks), the plan is monitored and evaluated. On the basis of the evaluation the SST, teachers, and parents determine if further action needs to be taken. At this point one of three actions may take place; 1) the plan was effective and all parties agree that no further action is necessary; 2) the intervention plan needs revision and the SST, teachers, parents and child engage in that new plan; or 3) the plan(s) were ineffective, it is determined that the child would benefit from additional educational services, and the child is then referred to determine eligibility for special education services. The following flow chart might help clarify the pre-referral and referral process when dealing with students who present particular learning and/or behavioral challenges but have not been already been identified as requiring special education services.

If students are not meeting targets, depending on the nature of the issue (class or grade-wide pattern or individual student issue) the leadership team takes proactive and immediate steps to remedy the issue through teacher training, classroom observation, rescheduling, after-school tutoring and other intervention program, or any other intervention that is deemed appropriate for the given case.

Conversely, in cases where the data has demonstrated individual student gaps, students are referred to tutoring, where they receive tutoring from teachers during Learning Lab time, and from tutors after school. As part of the monitoring process, teachers hold quarterly meetings with parents to discuss student progress based on Standards Based Report Cards and Power School Reports.

ENGLISH LEARNERS

TAT's current enrollment is approximately 26% English Learners (ELs), with the vast majority being Spanish speaking. We have structured our program to meet the needs of ELs with a goal that they gain fluency in English as quickly as possible in a supportive setting.

Daily designated ELD instruction occurs as well as daily integrated ELD instruction across all content areas for all ELs. Curriculum resources are selected because that align with best practices in English Learner instruction with resources that integrate ELA instruction, designated ELD and integrated ELD instruction designed to support ELs in acquiring foundational reading, academic language, and conversation skills in English in order to be successful in school. This includes targeted instruction for Emerging, Expanding, and Bridging EL students, adaptive learning to target support for foundational skills, and structured opportunities to practice and apply academic language. The selected curriculum includes assessments that provide teachers with real-time student performance data to pinpoint a student's exact skill gaps to strengthen interventions.

We have structured our program to meet the needs of ELs with a goal that they gain fluency in English as quickly as possible in a supportive setting. TAT teachers, staff and school leaders communicate to parents in their home language as needed—but use English instruction for the content areas in the classroom.

IDENTIFICATION OF ENGLISH LEARNERS

TAT's EL program currently adopts the LAUSD English Learner Master Plan (in the event TEACH Public Schools creates its own EL Master Plan, it will, as required, be submitted to LAUSD for approval before being implemented). TAT's EL program is designed to ensure English Learners (including those who are reclassified) have equal access to instructional materials and supports (including both integrated ELD throughout core subject learning as well as designated ELD during specific time periods in the bell schedule) in order to achieve grade-level CCSS mastery and English-language proficiency.

In order to identify EL students in a timely fashion and to provide appropriate instructional support and services, all parents are required to complete a *Home Language Survey* upon enrollment at the school. (Cal. Education Code § 52164.1) Students whose primary language is not English are assessed using the English Language Proficiency for California (ELPAC) assessment aligned to the CA ELD Standards if he or she has not previously been identified as an English learner by a California public school or if there is no record of prior ELPAC test results. The ELPAC assessment takes place within 30 days of the start of the school year or within two (2) weeks after the date of the student's first enrollment at TAT.

The ELD Coordinator (a network position based in the central office) assesses English language proficiency of all currently enrolled English learners in accordance with California Education Code guidelines. Students with disabilities are permitted to take the test with the accommodations listed in the Education Code if they are specified in the student's IEP or Section 504 plan. An alternate assessment for English language proficiency is administered to students who are unable to participate in the ELPAC, according to the guidelines set forth in the

student’s IEP. The school notifies parents of the school’s responsibility to conduct ELPAC testing and informs parents of ELPAC assessment results within 30 calendar days following receipt of results from the test contractor.

Students are monitored in conjunction with the four new Performance Level Descriptors (PLDs) approved by the State Board of Education:⁵⁴

This document provides the general performance level descriptors (PLDs) for the Summative English Language Proficiency Assessments for California (ELPAC). These Summative general PLDs take into account the categories of Emerging, Expanding, and Bridging. The language in the description draws from the language used to describe those categories on page 20 of the [2012 California English Language Development Standards: Kindergarten Through Grade 12](#) (PDF).

Level	Description
4	English learners at this level have well developed oral (listening and speaking) and written (reading and writing) skills. They can use English to learn and communicate in meaningful ways that are appropriate to different tasks, purposes, and audiences in a variety of social and academic contexts. They may need occasional linguistic support to engage in familiar social and academic contexts; they may need light support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Bridging” proficiency level as described in the 2012 California English Language Development Standards, Kindergarten Through Grade 12 (CA ELD Standards).
3	English learners at this level have moderately developed oral (listening and speaking) and written (reading and writing) skills. They can sometimes use English to learn and communicate in meaningful ways in a range of topics and content areas. They need light-to-minimal linguistic support to engage in familiar social and academic contexts; they need moderate support to communicate on less familiar tasks and topics. This test performance level corresponds to the upper range of the “Expanding” proficiency level through the lower range of the “Bridging” proficiency level as described in the CA ELD Standards.
2	English learners at this level have somewhat developed oral (listening and speaking) and written (reading and writing) skills. They can use English to meet immediate communication needs but often are not able to use English to learn and communicate on topics and content areas. They need moderate-to-light linguistic support to engage in familiar social and academic contexts; they need substantial-to-moderate support to

⁵⁴ Previously, under the CELDT test, there were five proficiency levels. A chart located on the CDE website provides a helpful comparison of the old CELDT test standards compared to the new ELPAC: <http://www.cde.ca.gov/ta/tg/ep/celdtelpaccompare.asp>.

	communicate on less familiar tasks and topics. This test performance level corresponds to the low- to mid-range of the “Expanding” proficiency level as described in the CA ELD Standards.
1	English learners at this level have minimally developed oral (listening and speaking) and written (reading and writing) English skills. They tend to rely on learned words and phrases to communicate meaning at a basic level. They need substantial-to-moderate linguistic support to communicate in familiar social and academic contexts; they need substantial linguistic support to communicate on less familiar tasks and topics. This test performance level corresponds to the “Emerging” proficiency level as described in the CA ELD Standards.

<https://www.cde.ca.gov/ta/tg/ep/elpacgpld.asp>

Parents are notified of their rights and their child’s ELPAC scores each year and are encouraged to participate in the reclassification process. Parents are notified when a student is being considered for reclassification and again when they are officially reclassified.

EDUCATIONAL PROGRAM FOR ENGLISH LANGUAGE ACQUISITION

All EL students learn with all other students in the classroom during instructional time. In addition, EL students have designated ELD instruction in small groups daily during ELD/Literacy time. Teachers use modeling, graphic organizers and visuals to support students’ recognition of essential information in all academic subjects. Teachers are mindful of the stages of language acquisition and differentiate instruction within the classroom to meet the needs of each student.

All TAT teachers are trained to use Specially Designed Academic Instruction in English (SDAIE) techniques to meet the needs of ELs. The instructional design model used by TAT places a heavy emphasis on differentiating instruction to meet the needs of ELs based on their academic and language readiness. TAT’s philosophy of personalizing instruction for all students also benefits ELs by providing entry points learning tasks and outcomes that are tailored to the student’s needs.

Sheltered instruction/SDAIE is grounded in a pedagogical commitment to meeting the needs of diverse learners, in this case particularly those students who are English learners. Teachers engage in the following practices to support universal access of subject matter content for all students:⁵⁵

- During lesson planning and preparation, teachers identify lesson objectives aligned with state and local standards.
- Teachers link new content to students’ background experiences and introduce unfamiliar vocabulary to facilitate comprehension.

⁵⁵ Based on the eight broad elements of sheltered instruction described by Echevarria, Vogt, and Short. *Making content comprehensible for English language learners: The SIOP model*. Boston: Allyn and Bacon (2004).

- Teachers use controlled vocabulary, sentence structure, visuals, and gestures as necessary and appropriate to make the presentation of content comprehensible.
- Teachers provide students with a variety of strategies for organizing and retaining information associated with effective learning, such as graphic organizers and note taking.
- Teachers provide students with regular opportunities to interact with their peers through collaborative learning activities, such as think/pair/share, partner and group projects.
- Teachers provide students with regular opportunities to use new language skills in context.
- Teachers pace lessons appropriately to allow for the participation and active engagement of all students.
- Teachers utilize language-based as well as content-based assessments.

SDAIE instruction also focuses on strategies for taking students Into, Through, and Beyond the topics covered. For example, SDAIE-enhanced instruction might proceed as follows:

- I. **Into:** Determining what the students know about the topic of study. Possible SDAIE strategies for “Into”:
 - Anticipatory Guide:** Students are given a series of statements that relate to concepts they are studying in their unit on Ancient Greece. Students indicate AGREE or DISAGREE. After the information has been presented, students check to see if they were correct.
 - Brainstorming** - Students work in small groups. Each group begins with a stimulus such as a word, phrase, picture, or object related to the topic of Ancient Greece. A recorder records all responses to that stimulus and ideas from each group are shared with the class.

- II. **Through:** The teacher enhances direct instruction on the topic by utilizing realia, manipulatives, visuals, graphic organizers, and various modes of interaction between students. In addition to reading the text and listening to information presented by the teacher, students take responsibility for learning by participating in group-work and sharing understanding with others. Possible SDAIE strategies for “Through”:
 - Graphic Organizers** – Students complete a variety of graphic organizers as they read or listen to information. Graphic organizers used might include:
 - Comparison-Contrast Matrix-Students determine similarities and differences between two topics studied
 - Flowcharts – Students sequence important events in the content studied. Cause and Effect Chart – Students chart the ways in different characteristics effect change and impact others.
 - Reciprocal Teaching** - Two students work together to read a passage in the social science text. Student A reads one paragraph aloud, then asks Student B one or two good questions based on the reading. Student B answers. Students A and B discuss questions and answers and repeat the process.
 - Picture This** – Following the introduction of several key vocabulary terms related to the unit, a blank paper is divided into eight sections. Students draw pictures or symbols to represent words or major concepts. They then exchange papers with a partner and try to correctly label each other's drawings.
 - Reading Guide** - Students work in small groups to read a longer section of the social science textbook. Students first take turns reading the headings of the reading. Then, with their group, students predict what are discussed in those sections. Students write their answers on a prediction chart. In their groups,

students take turns reading the first page aloud, and finish reading the selection in silence. They write "yes" or "no" on the prediction chart to indicate whether or not their predictions were correct. Finally, students write one thinking question (Why..., How..., Compare..., What if...), and exchange papers to answer each other's questions.

III. Beyond: To create further understanding, students go beyond rote memorization and demonstrate real-world application of the learned information. This process requires higher-level critical-thinking skills. Possible SDAIE strategies for "Beyond":

Roam the Room - In groups, students write down their individual answers to a higher-level question posed by the teacher (e.g. if only one idea or invention from the Greek culture could be passed on to subsequent cultures, what should it be and why?). Students share their answers within their group and the group comes up with and records on chart paper one "best" answer for their group. Groups then walk around to view other groups' answers.

Quotes – Students identify quotes from a fictional text related to the unit. They create a chart listing the quote and the point they feel the quote illustrates.

HOW THE PROGRAM WILL MEET THE NEW STATE ELD STANDARDS AND USE THE RESULTS OF THE ELPAC

TAT bases its English Learner support program on the new 2012 California ELD Standards. The California English Language Development Test (CELDT), aligned to the 1999 ELD Standards, were replaced by the English Language Proficiency Assessments for California (ELPAC) system in 2018, which is aligned to the 2012 revised CA ELD Standards.

As guided by the CA ELD Standards, TAT teachers provide integrated ELD instruction grounded in the best available research on supporting ELs in an English Immersion environment. Students are expected to advance at least one ELD level annually. Our ELD Coordinator partners with the classroom teachers to include ELD goals on students' learning plans, including specific goals to meet during dedicated ELD instruction. Additionally, our ELD Coordinator assesses student progress towards attainment of the standards using standards-based portfolios.

If students are not making sufficient academic progress as indicated through ELPAC data, we will modify our EL program as needed.

TAT ensures that teachers meet all state and federal requirements and are supported to meet the needs of ELs. We hire teachers that are CLAD/BLAD certified and place a priority on hiring teacher(s) that speak Spanish and English and can provide strong instruction within a structured immersion classroom. We also support teachers by providing professional development on structured immersion instruction, specially designed academic instruction in English (SDAIE) teaching strategies, language development, monitoring, and assessment of ELs. We commit to monthly professional development specifically addressing the instructional effectiveness, reviewing assessment data and revising curriculum to meet our EL students' needs.

Parents are notified regarding their child's English Language Development along with ELPAC scores every progress report or every trimester and/or as often as needed.

SERVICES AND SUPPORTS FOR ENGLISH LEARNERS, INCLUDING INSTRUCTIONAL STRATEGIES AND INTERVENTION

See above. The ELD Coordinator works with the Principal and teachers to ensure students are appropriately placed in classes; teachers have access to ELD assessment results to inform reclassification, and instruction. TAT uses assessment interpretation resources to help teachers and administrators use student results to inform English learners and their parents or guardians about student progress.

TAT provides high quality professional learning opportunities for all its educators to ensure that every English Learner has access to teachers who are prepared to accommodate individual instruction to meet the levels of rigor and depth required by the CA ELD Standards. Professional development focuses on enhancing teacher's knowledge of how to teach English learners to read and write as well as how to address the achievement gap by providing pedagogical tools to ensure that all ELs can meet the CA ELD Standards. All teachers receive training in the effective implementation of techniques such as SDAIE, scaffolding and SIOP model. Our ELD Coordinator also communicates the specific language needs of our EL students. Strategies such as front-loading content, using visuals and other means of organizing information, and pairing ELs with more capable peers further ensure student access to academic content.

PROCESS FOR ANNUAL EVALUATION OF THE SCHOOL'S ENGLISH LEARNER PROGRAM

The Principal at TAT is responsible for ensuring the quality and success of all instructional programs and reports to the TEACH Board of Directors on progress towards academic goals, including serving EL students. The Principal conducts regular classroom observations and provides feedback and coaching. In addition, the Principal works with relevant staff annually to review summative data on student progress, including our annual ELPAC scores. This data analysis is followed by conversation and, if necessary, additional staff training. We expect our English Learners to show proficiency in content areas and that our ELs improve at least one ELD level annually as measured by the ELPAC.

Teachers are expected to regularly evaluate student progress by reviewing EL data from formative and summative assessments. Teachers use the results of this data to change their instructional practices to better serve each student. In order to document progress, all teachers receive an ELD folder for each of their EL students that is used to monitor individual progress at their targeted ELD level. These folders include the new ELD standards by level 1-4. Teachers use these folders to collect student work samples, and check of mastery towards each ELD standard.

PROCESS AND SPECIFIC CRITERIA FOR RECLASSIFICATION

TAT monitors student mastery of the ELD standards through the use of ELD folders. The ELD folder is used as a guide that, when implemented systematically and consistently, ensures the implementation of a quality ELD program as defined by the 2012 LAUSD English Learner Master Plan. Teachers select assessments and work

samples that accurately represent the student's current level of performance in listening, speaking, reading, writing and language.

As English Learners progress, work samples that no longer characterize the student's best work are replaced with more representative samples. By the time an ELD portfolio is complete, it contains at least one sample for each domain. The ELD Coordinator reviews ELD folders at the end of each reporting period and EL students receive ELD grades in addition to ELA grades in reading, writing, listening, and speaking.

The following assessments are examples of ELD folder evidence:

- Publisher ELD assessments
- End-of-unit assessments from state-adopted ELD programs
- Teacher/grade-level created performance tasks
- Checklists to informally observe student performance in everyday activities
- Core content area assignments scored using an ELD standards-based scoring rubric

It is the responsibility of the Principal, collaborating with the ELD Coordinator, to work with classroom teachers to carry out the EL Master Plan. The ELD Coordinator maintains ELD portfolios, monitors classroom instruction, updates ELD levels in the TAT Student Information System (Power School), places ELs according to ELD level, reviews EL monitoring rosters to ensure ELs are advancing a minimum of one ELD level per year, reviews ELD grades to ensure that students and parents receive updated information of ELD progress at each reporting period, and checks readiness for promotion, reclassification or need for intervention. The ELD Coordinator works with teachers to make the final decision regarding progression to the next ELD Proficiency Level.

EL student reclassification criteria includes:

- California Education Code Section 313[f] required criteria for reclassification:
 - Assessment of language proficiency, using an objective assessment instrument, including but not limited to, the state test of English language development
 - Teacher evaluation, including but not limited to, a review of the student's curriculum mastery
 - Parent opinion and consultation
 - Comparison of student performance in basic skills against an empirically established range of performance in basic skills based on the performance of English proficient students of the same age
- LAUSD English Learner Master Plan reclassification requirements for English Learners:

Reclassification Measures	Reclassification Criteria
<p>English Language Proficiency Assessments for California (ELPAC)</p>	<p>The student has demonstrated English proficiency on the ELPAC by achieving the following scores:</p> <p>Kindergarten-Grade 12</p> <ul style="list-style-type: none"> • Overall proficiency level of 3 maximum or above with scores of 3 maximum or above in Oral language and Written Language
<p>Teacher Evaluation</p>	<p>The teacher has determined that the student has demonstrated grade level proficiency as evidenced by the following:</p> <p>Kindergarten-5/6 (Elementary)</p> <ul style="list-style-type: none"> • ELA Progress Report Composite score of 3 or 4 <p>Grades 6-12 (Secondary)</p> <ul style="list-style-type: none"> • A grade of C or better in: <ul style="list-style-type: none"> • Grade-level English • LTEL Course (Advanced ELD or Literacy and Language) • Credit Recovery English course • Adult School English course
<p>Basic Skills Assessment</p>	<p>The student has demonstrated basic grade-level skills in English as evidenced by the adopted grade level basic skills assessment:</p> <p>Kindergarten-Grade 5</p> <ul style="list-style-type: none"> • Score of Benchmark or Above Benchmark on all grade level assessed skills on the Dynamic Indicators of Basic Early Literacy Skills (DIBELS) Next <p>Or</p> <ul style="list-style-type: none"> • Score of Standard Met or Standard Exceeded on the English Language Arts (ELA) Smarter Balanced Assessment Consortium (SBAC) (grades 3 to 5 only) <p>Grades 6-12</p> <ul style="list-style-type: none"> • Score of Basic, Proficient or Advanced on the Reading Inventory (RI) assessment <p>Or</p> <ul style="list-style-type: none"> • Score of Standard Met or Standard Exceeded on the ELA SBAC (grades 6-8 and 11 only)
<p>Parent Opinion and Consultation</p>	<p>Once the student meets the reclassification criteria, the parent/guardian is sent the <i>Notification of Reclassification</i> letter and acknowledges the student's change in language classification to Reclassified Fluent English Proficient (RFEP).</p>

A. Approved ELPAC Scores for All Grade Levels

ELPAC Scores for Reclassification				
Grade	Score	Level 3 Maximum	Level 4 Minimum	Level 4 Maximum
K	Overall Score	1443	1444	1700
K	Oral Language Score	1450	1451	1700
K	Written Language Score	1427	1428	1700
1	Overall Score	1466	1467	1700
1	Oral Language Score	1461	1462	1700
1	Written Language Score	1471	1472	1700
2	Overall Score	1488	1489	1700
2	Oral Language Score	1476	1477	1700
2	Written Language Score	1500	1501	1700
3-5	Overall Score	1538	1539	1800
3-5	Oral Language Score	1511	1512	1800
3-5	Written Language Score	1565	1566	1800
6-8	Overall Score	1553	1554	1900
6-8	Oral Language Score	1531	1532	1900
6-8	Written Language Score	1575	1576	1900
9-10	Overall Score	1580	1581	1950
9-10	Oral Language Score	1549	1550	1950
9-10	Written Language Score	1610	1611	1950
11-12	Overall Score	1587	1588	1950
11-12	Oral Language Score	1541	1542	1950
11-12	Written Language Score	1633	1634	1950

<https://achieve.lausd.net/cms/lib/CA01000043/Centricity/domain/22/policies/180827%20BUL%205619.7%20RECLASSIFICATION%20OF%20ENGLISH%20LEARNERS.pdf>

Students scoring Level 3 or 4 on the ELPAC are considered for possible reclassification. If a student scores below Level 3 on any subtest (Listening, Speaking, Reading, Writing), he/she is no longer considered to reclassification despite an overall score of Level 3 or Level 4. Teachers submit ELD folders and work samples for each student that was administered the ELPAC regardless of score.

Annual Review of Student Progress begins mid spring, after ELPAC scores become available and just after the second submission of ELD folders and work samples. All student ELD folders are

initially reviewed by the ELD coordinator. If the standards check off sheet and work samples indicate Average Progress or Advanced Progress for their identified ELD level and ELPAC scores also meet the requirements listed above, the student moves forward on to the second step of the Reclassification process.

The reclassification team (which includes the teacher, an Administrator, and may include a parent) reviews the information listed above as well as teacher recommendations and overall successful classroom performance in academic areas as indicated by report cards, and benchmark/summative assessment type tests. The reclassification team also discusses if the student has met sufficient goals and consults with the parent for their input. If a student has satisfied all of these requirements, the student is recommended for reclassification pending the release of CAASPP scores for that year. If a student Meets or Exceeds standards on the ELA test, he/she is officially reclassified, and their file is updated to reflect Reclassified Fluent English Proficient in that academic year. A student continues to be monitored by the reclassification team for two years after official reclassification, as required by ESSA.

PROCESS FOR MONITORING PROGRESS OF ENGLISH LEARNERS AND RECLASSIFIED (RFEP) STUDENTS

In order to meet the individual needs of each English learner, the ELD Coordinator carefully monitors student performance on both classroom assignments and standardized testing. Students scoring at the lowest levels of the ELPAC are provided supplemental English Instruction, focusing on skills, vocabulary and information that support both their oral and written English language acquisition. The goal is to ensure a quality instructional program that enables English Learners to attain English proficiency, achievement of all learning plan goals, and to have full access to the range of educational opportunities that TAT provides for all students.

Students are monitored in conjunction with the new CA ELD Standards Proficiency Level Descriptors (PLDs). The PLDs describe student knowledge, skills, and abilities across a continuum, identifying what ELs know and can do at early stages and at exit from each of three proficiency levels: Emerging, Expanding, and Bridging. These descriptors guide TAT teachers as they provide ELs with targeted instruction in English language development as well as differentiated instruction in academic content areas⁵⁶:

Emerging: Students at this level typically progress very quickly, learning to use English for immediate needs as well as beginning to understand and use academic vocabulary and other features of academic language.

Expanding: Students at this level are challenged to increase their English skills in more contexts, and learn a greater variety of vocabulary and linguistic structures, applying their growing language skills in more sophisticated ways appropriate to their age and grade level.

⁵⁶ <http://www.cde.ca.gov/sp/el/er/documents/sbeoverviewpld.pdf>

Bridging: Students at this level continue to learn and apply a range of high-level English language skills in wide variety of contexts, including comprehension and production of highly technical texts. The “bridge” alluded to is the transition to full engagement in grade-level academic tasks and activities in a variety of content areas without the need for specialized ELD instruction. However, ELs at all levels of English language proficiency fully participate in grade level tasks in all content areas with varying degrees of scaffolding in order to develop both content knowledge and English.

English learners continue to be re-evaluated annually using the ELPAC assessment until such time as they have demonstrated that they are able to compete effectively with English-speaking peers in mainstream classrooms and are reclassified as fluent English proficient (RFEP). TAT sets a demanding reclassification target annually as part of the Local Control Accountability Plan (LCAP) goal setting process. The ELD Coordinator serves as the ELPAC testing coordinator and meets weekly with teachers to discuss the progress of English learners toward mastery of the CA ELD standards. The testing coordinator continues to monitor students who are re-designated as RFEP during a period of two years, by meeting regularly with their teachers and reviewing their benchmark assessments and standardized testing results to ensure that they are able to keep up with their peers.

PROCESS FOR MONITORING PROGRESS AND SUPPORTS FOR LONG TERM ENGLISH LEARNERS (LTELs) AND STUDENTS AT-RISK OF BECOMING LTELs

Under California law, Long Term English Learners (LTELs) are defined as those students who are enrolled in grades 6 to 12, have been enrolled in schools in the United States for more than six years, and have remained at the same English language proficiency level for two or more consecutive years as determined by the state's annual English language development test. (Cal. Ed. Code 313.1(a)(1).) When LTELs enroll at TAT, or students are classified as LTELs after enrolling at TAT, the ELD Coordinator and classroom teachers work together to identify the reasons why a student has not acquired English at an expected rate and determine the best support system for that student moving forward. TAT prioritizes resources (e.g. curriculum for ELD instruction) for students at risk of being identified as LTELs. Students and parents are made aware of the risks associated with LTEL status, as well as specific barriers to reclassification and ways to address them.

TAT's personalized model of instruction inherently benefits LTELs and students At-Risk of LTEL status. The ELD Coordinator and classroom teachers also try to identify effective teaching strategies for each individual LTEL/At-Risk student (as teachers do with all of their students), rather than employing a “one-size-fits-all” approach to English language acquisition. One student may learn more effectively with visual cues, while another simply needs more focused practice time. Each LTEL/At-Risk student participates in designated ELD (during Success Academy block) four days per week for 65 minutes each session. This focused time is instrumental in helping LTELs and At-Risk students develop the English proficiency they need to succeed in secondary school.

GIFTED AND TALENTED STUDENTS AND STUDENTS ACHIEVING ABOVE GRADE LEVEL

Some students enter the Charter School better prepared or be able to learn at a faster pace than the majority. Teachers are prepared to provide additional challenges such as more difficult assignments or additional work for these students with these components. Portfolios and exhibitions are used in assuring that students are accountable for working up to their potential by customizing expectations to the learner.

TAT uses the NWEA MAP assessment tri-annually to develop a baseline for students and to track growth over time. After every MAP assessment, each student receives a score which indicates what he or she knows is ready to learn and projected to achieve. The RIT (Rasch Unit) scale assists TAT, by not only comparing data with all of our students, but it is also used to identify and support gifted students. Students identified as potentially gifted may be referred for additional evaluation. Teachers, administrators and parents may request an assessment. TAT administers the Otis-Lennon School Ability Test (OLSAT) for potential gifted designation. Ultimately, the Principal, in consultation with teachers, reviews a variety of data and then determine GATE designation. Parents are notified both in writing and in an in-person meeting about the designation and ways in which the school supports their child, and they can support their child's learning. The Principal continues to monitor the progress of each GATE student, just as he/she monitors all student data and subgroups. The Principal also serves as TAT's designee for parents who need information regarding GATE and their child.

TAT meets the needs of those students achieving substantially above grade level in a number of ways. TAT's differentiated approach to instruction is a tremendous benefit. Once students are assessed for a baseline, teachers work with the school administrators in creating appropriate differentiation (i.e. activities, exercises, instruction) of the core curriculum in four specific areas: environment, content, process, and products. As discussed above, each student's PEP is tailored to his/her individual needs, and teachers refer to each student's PEP as they differentiate instruction. Practice and assessments are leveled and may include Routine, Non-Routine, and Novel problems, so that students excelling can continue to challenge themselves by applying current knowledge to new or novel tasks. This type of differentiation is at an appropriate level to challenge GATE and high achieving students. This is individualized based on each student's data; including teacher created assessments, benchmarks, and standardized tests.

STUDENTS ACHIEVING BELOW GRADE LEVEL

The progress of all TAT students is reviewed throughout the year, with progress and concerns recorded in each students Personalized Educational Plan (PEP). TAT identifies students' performing below grade level through the results of PEP and student work products. Teachers, Principal and Curriculum Coordinator(s) work together by analyzing data and making

recommendations to identify students' struggling to stay at grade level throughout the year by on-going assessments and monitoring their PEP.

TAT has recently hired an ELA Coordinator and Math Coordinator to work with teachers in addition to teaching and supporting students in push in and pull out groups.

In an effort to improve the performance for all students including those who have been identified as low achieving, or at risk of retention, the following takes place:

1. Parents are informed of the student's academic standing within one week of identification via phone call and a mailed letter.
2. Within three weeks of identification, a conference is scheduled between the student, parent, teachers, and the administrative staff to develop an action plan. The action plan has specific responsibilities for the student, parent, and teachers.
3. The student receives supplemental support services from Instructional Aids to help assist students during station rotation and other instructional time.
4. Teachers provide remedial tutoring through individualized and/or small group assistance as well as after school.

The Principal monitors student progress of those students substantially below grade level in the same way he/she monitors student progress for all of the school's students – captured in students' PEPs, which are online and updated regularly. The plans are reviewed at least monthly by teachers during collaboration and PD time, and include key progress information, such as:

- standardized test scores;
- individual class assessment scores (formative and summative);
- specific academic interventions used or in process;
- student goals;
- teacher comments

Through Google Drive, parents have access, as previously mentioned, to their child's PEP, which serve as a key tool to engage parents in focused conversations around their children's progress and goals. Every student's classroom teacher serves as the primary liaison for communication with that student's parent for these discussions.

SOCIO-ECONOMICALLY DISADVANTAGED/LOW-INCOME STUDENTS

TAT is committed to meeting the needs of all students who enroll in the school. As noted, TAT is located in a neighborhood where the vast majority of residents are of a low socioeconomic status. In order to support students of a low socioeconomic background TAT does the following:

- Enable inclusive curriculum and assessment design

- Provide a variety of engaging enrichments in the arts, technology, field trips and other opportunities to expand students' exposure and means of self-expression
- Promote engagement with, and support from, others
- Encourage 'help-seeking' by students
- Resource and support teachers of LSES students

We create a sense of belonging for LSES students, ensure there are collaborative learning opportunities and peer-to-peer contact inside and outside the curriculum and provide opportunities for families and communities to engage with the institution. We encourage 'help-seeking' by students by requiring staff to use early feedback, providing feedback to students before an official grade report with opportunities to master standards previously not mastered. We normalize 'help-seeking' and provide infrastructure and resources to allow the monitoring and management of at-risk students. We minimize financial challenges for students by offering free uniforms, including a PE uniform. Additionally, our students have had access to health screenings, vision screenings and free health immunizations through our partners at Hope Street Family Center.

In addition to the institutional supports, TAT teachers provide intangible services that benefit students from LSES backgrounds. Our teachers:

- Know and respect our students; they embrace and integrate their diversity and enable contributions of their knowledge to everyone's learning.
- Offer our students flexibility, variety and choice while upholding academic standards, students have choice in assessment and variety in teaching and learning strategies.
- Make expectations clear, using accessible language; We speak and write in plain language, and scaffold to more elevated language, to ensure students understand the concepts being taught, our expectations of them and what is required to be a successful student.
- Scaffold our students' learning; We take a step-by-step approach to teaching to ensure students build on what they bring to their education and are taught the particular discourses necessary to succeed.
- We are available and approachable to guide student learning; we make use of our individual expertise and guidance to improve their learning and performance.
- We are reflective; we reflect and seek to act on our own reflections, those from peers and informal feedback from students, to continuously improve our teaching practice and our students' learning.

STUDENTS WITH DISABILITIES

See District Required Language, above.

STUDENTS IN OTHER SUBGROUPS

TAT offers a variety of support for students with extraordinary needs, such as foster youth and homeless students. Our extensive intervention program provides several levels of guidance depending on the need of the student, including counseling, and referrals to outside resources. The Principal serves as the school designee responsible for monitoring foster and homeless students' growth, support services and achievement of school and individual goals. If a parent or student indicates they are living in a situation that would qualify as homeless the school informs them of their rights under the McKinney-Vento Act. TAT adheres to the McKinney-Vento Act and provides all required supports to its homeless youth.

The SST and student's teacher collaborate closely with a student's wrap around team (social workers, etc.) and ensure close communication with external service providers (as appropriate) regarding a student's welfare and progress in school.

As detailed above, our SST process and teacher training ensures that all students with special needs are promptly identified and provided the supports they need, including referrals for students and their families to outside support organizations.

A TYPICAL DAY

It was 7:30 a.m.

The school day started early for Ara Stones and Norma Gutierrez. Norma's mom dropped the girls off. This would be their first day at TEACH Academy of Technologies Charter School, the long standing charter school in the neighborhood. The girls had heard good things about TEACH from their neighbors who are students and alumni of TEACH Academy of Technologies, several who are about start their first year of college. The girls were proud and excited to start school at TEACH Academy of Technologies.

Norma and Ara were excited, but they were a bit frightened on their first day. Even though everything had been thoroughly explained to them in orientation, they were still not exactly sure of what they were supposed to do and how they were supposed to do it. They stopped to figure things out.

Just then, approaching the campus, the girls noticed Roger Warren, an 8th grade boy who lived in the neighborhood. They followed him to see what he would do. The girls watched Roger unclick his lanyard which contained his identification card and a Chromebook that stored his student projects, essays, music, and textbooks that he uses every day in several of his classes. After he scanned his card across the scanner, his mother and father at home or work were immediately notified via email and the school's web site that their son was in school. Roger's teachers would also be notified of his school presence when they opened up their grade book on their computers.

It was 7:35 a.m.

Roger sees the girls that he knows from his neighborhood and goes over to talk with them. He asked if he could help. That was a big relief. Roger said, "Hey, Norma and Ara, did you know that before school, you can choose to sit in the library/lounge or hang out in the quad area where there is a soft lawn of grass, a game area complete with ping pong tables, Nerf boards, chess boards, and basketball courts?" The girls stood, thinking. Noticing them, Roger went on, "Or, you might like to go to our Open Air Room." Roger walked them there. 68

The Open Air Room is a large Multi-Purpose area with long tables, round tables, folding chairs, soft chairs and bean bags, and area rugs with floor pillows, just nice enough for reading *The Witches of Black Bird Pond*. There are Listening Centers, Computers, Homework Areas, and Before/After School Tutoring supervised by teachers, parents, and school volunteers. That's the room that is sometimes used for Special Programs and after-school-hours Parent/Community meetings. The girls liked that room.

Norma and Ara were immediately drawn to the Computer Center. They each chose a computer, sat down, and started to work. Norma worked with Music Games International. She loved singing, and listening to classical music. She enjoyed learning about international music through interactive games. Ara started working with the Jewel Quest program. Her favorite subject was Social Studies. Ara particularly enjoyed learning about the Mayan Civilization. She thought Jewel Quest was great! Soon, both girls were lost in their activities, and time passed quickly. Before they knew it, it was time to prepare for their first class. It was 7:50 a.m.

With the ringing of the first bell, the students cooperated in Open-Air-Room-Clean-Up, then move quickly to their First Period Classrooms or Study Areas. Now, the girls would meet their new teachers. They were ready. They gathered their brand new notebooks and pencil boxes, their back packs and checked their very important iPods that contained their Daily Schedule, then, following Roger's lead, they headed for class.

It was 8:00 a.m.

The first period of her day, Norma took a Computers, her elective while Ara had Physical Education. Mr. Rand Lockwood, a very polite PE teacher, received his class at the door. He started right away telling them about their black and gray uniforms, and the things they could expect during the 90 minute period. He had a plan. Ara saw treadmills, stationary exercise bikes, and a lot of other interesting instruments and equipment that she didn't expect to see in a classroom. It reminded Norma of her doctor's office. There were two Timex Heart Rate Monitors, Body Fat Analyzers, a couple of Composition Scales. There were Life Source Wrist Blood Pressure Monitors, and two small Biotronic Walking Packages. Mr. Lockwood explained that this technology would allow students track their speed and distance while running. Near the window, there was a row of cute little stop watches lining the counter shelf in different pastel colors.

Mr. Lockwood walked the class around and explained that TEACH students acquired data for themselves as well as for their Math and Science classes. They took their blood pressure,

measured standing and running heart rates on the 35 heart monitor watches and calculate their flexibility using simple yellow tailor rulers. Other students would download their mileage clickers homework into a computer to show their teacher they have logged in 15 miles of walking, running and playing in the course of their week.

“Although it is raining,” He said, “PE classes prove just as rigorous as being conducted on a sunny day.” Students report to stations where one group undergoes a Wii Fitness program that monitors their progress while another group stretches and breathes in basic yoga poses with the guidance of their teacher. The ten standing bike machines and the accompanying heart monitors prepare another group for their final data-collection station. P.E. would be a total challenge, but lots of fun. Ara looked forward.

It was 9:00 a.m.

Norma had been assigned to the English/Social Studies Core Class, while Ara had been assigned to the Math/Science Core, just two classrooms away. At Norma’s class, Ms. Swanson, a very neat, tall and slender young lady with short hair and glasses stood at her classroom door greeting every student as they single filed passed her. 69

Norma hurriedly found herself a seat front and center. She always liked sitting near the front. That seat was perfect. She hoped that this would be her permanent seat. From where she sat, she could see everything: the teacher’s desk and waste basket, the white board, the mounted LCD, the projector screen, the computer screen, the long row of covered electrical outlets for computer plug-ins. She had a good view of both bulletin boards. One white board was empty. This is where daily lessons were projected from Ms. Swanson’s computer station near the door. Norma liked her room with its soft yellow and greens, and the brand new blue desk-chairs. In first period Social Studies where Ara was, students look at their computer screens (computers face up on desktop) where they view from the website Google Earth the topography of deserts from the Southwest. Later they split the Macintosh screen in two and zeroed in on their own home to note similarities and differences of the two places, making text to self-connections in their learning, and writing a brief essay on their findings. Later on in the class, they would watch a short video on the social mores of the Pueblo people of this same region during pre-Columbian settlements. The teachers like this student assignment as it is closely related to the Character Counts! tenets all the students are taught to follow.

English classes begin in silence as students open up their pleasure reading books. Several students plug in their I-pods that accompany the books that are audible. Other students, read not from a paperback text, but from an iPad that contains all 200 books required for completing the 8th grade at TEACH Academy of Technologies Charter School. It also contains 1200 other titles including Where The Red Fern Grows, My Brother Sam is Dead, and The Witches of Blackbird Pond. These pages can be voice activated in case a student needs scaffolding or to hear how a word is crisply pronounced. Afterwards, students record their pages read during the evening by sending it through the classroom email account, their teacher records it to a spread sheet for the student’s portfolio, and to inform her instructional program.

It was 9:45 a.m.

The bell rings. It's Nutrition. Norma goes out with her new found friend only to meet up with Ara and her new best friend. The girls were happy for each other. They had made good school friends. Nutrition was nice. They had a chance to eat, use the restroom, and talk a little about what they had done, then, it was off to class again.

It was 10:05a.m.

The bell rang. Norma checked her Chromebook (schedule.) It was third period. Norma headed back to Ms. Swanson's classroom. This time she would have Social Studies, the other half of her core. The lesson was an introduction to the rainforest. When Norma walked in, the room was quiet and dim. The power point on the white board was hard to recognize. So, Norma just sat and waited for directions.

Soon the lesson began. It was great! Ms. Swanson talked about so many things in the rainforest. She introduced plants and animals then had the students give answers to her questions from the textbook. When you had a very good answer to give, Ms. Swanson would ask the student to stand and repeat it. Then she would hand over the microphone so that everybody in the room could hear the answer clearly. By the time the bell rang, the whole class felt like they had sat in the middle of a South American Forest.

It was 10:55 a.m.

Third period ended. Norma was on her way to Ms. Infante for Mathematics/Science. Ara would meet Ms. Swanson in English/Social Science, Norma knew that Ara would enjoy her class. She wondered what she was in for with Ms. Infante. The girls smiled and waved as she hurried by.
70

It was 11:00 a.m.

Period 4 was about to begin.

Ms. Infante has taught school for a long time. It showed. She was still very effective, but, she handled herself in a little different way. Ms. Infante moved around that classroom with a distinctive grace and authority. Every edge of anxiety, sometimes seen in brand new teachers, was now seasoned into a calm, smooth certainty. She was extremely poised. She was confident. She was the Lead teacher at TEACH Academy of Technologies Charter School. Norma was impressed.

Students in the Math and Science core class utilize computerized experiments and programs that use their own data from P.E. and other sources to create projects relevant to what they are being taught. This class proceeded much as the other Core Class had earlier. The only exceptions were the texts books, computer lessons, and the assignments. Mcgraw-Hill's Next Generation Science Standards was introduced as a primary text to be used in class along with such supplemental materials as Investigations in Number, Data and Space; and Connected Mathematics. Ara had mentioned this at lunch. Norma was fascinated. Norma could hardly wait to learn. . . And, learn, she did!

It was 11:45 a.m.

The bell rang to end Period 4. The class was dismissed. Lunch time began.

Lunchtime was good time. TEACH Academy of Technologies Charter School was known for having nice foods. Roger told the girls that at his school, they served snacks and treats that kids actually like. They served a lunch with easy-to-like vegetables, a piece of fruit, a nice little salad, and a main dish. Lunch went very well.

It was 12:35 p.m.

Afternoon classes began in reverse of the morning classes. The girls could compare notes.

It was 2:10 p.m.

The final period of the day would be Ara's very best. This was her elective. What could be better than for her to close her day, everyday, with choir? Singing was her first love! She sang until the last bell rang.

It was 2:55 p.m.

The ringing of the last bell, however, was not the end of the day- just a "Break." For most students, including Norma, Ara, and Roger, the day continued into the activities of the Afternoon Extended Day which began with tutoring.

"Ara!" "Over here. I can't be late for tutoring." "Do you have Drama Club today?"

"A day in the life" of active, highly motivated, productive students at school is the hallmark of the successful TEACH Academy of Technologies Charter School.

ELEMENT 2 - MEASURABLE PUPIL OUTCOMES AND ELEMENT 3 - METHOD BY WHICH PUPIL PROGRESS TOWARD OUTCOMES WILL BE MEASURED

“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.” (Ed. Code § 47605(b)(5)(B).)

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

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

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

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

STANDARDIZED TESTING

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

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

Please see Element 1, Section 10, *The Requirements Of California Education Code § 47605(B)(5)(A)(ii)*.

MEASURABLE PUPIL OUTCOMES: SUMMATIVE ASSESSMENT PERFORMANCE TARGETS

Please see Element 1, Section 10, *The Requirements Of California Education Code § 47605(B)(5)(A)(ii)*.

METHOD FOR MEASURING PUPIL PROGRESS TOWARD OUTCOMES: FORMATIVE ASSESSMENT

TAT is committed to data-driven instruction and implements a rigorous assessment program to ensure that student performance levels are meeting or progressing towards the state and school academic objectives. As part of the annual LCAP planning and reflection process, student achievement data is disaggregated to clearly identify the academic performance of students by statistically significant sub-groups (e.g., by ethnicity, gender, English Learners, socioeconomically disadvantaged students, and students with disabilities) to determine new annual achievement of goals. Assessment data is used throughout the year to drive decisions about overall program development, curriculum modifications and allocation of resources. The Principal, Superintendent of Schools and teachers all are held accountable by the Board of Directors for meeting student outcome goals.

NWEA MAPs norm-referenced benchmark assessments in ELA and Math, SBAC Interims and other diagnostic and benchmark assessments, along with teacher-created, publisher and online assessment tools, are analyzed individually by teachers and in collaborative groups during weekly planning in order to target student needs and plan program improvements.

TAT uses the following methods to assess student progress and fulfillment of instructional objectives:

Assessment, Purpose, Grade Levels and Administration Timeline

Assessment	Purpose	Grade	Administration Timeline
Internally-Created Tests and Rubrics for Performance-Based Tasks and Projects	Measure standards mastery in each subject and progress against PEP and IEP goals (as applicable)	5-8	Daily and /or weekly
Publisher-Designed Assessments (Online and paper-based)	Assess standards mastery and progress against PEP goals	5-8	End of each unit
Writing Rubrics	Assess mastery of grade-level writing standards	5-8	Daily and/or weekly

CAASPP – SBAC	State Criterion-Based Assessment in ELA and Math	5-8	Once a year
CAASPP Interim Exams/IABs	State Criterion-Based Assessment in ELA and math	5-8	Quarterly
California Science Test (CAST)	State Assessment in Science	5, 8	Once a year
California Alternative Assessment (CAA)	Alternative assessment in ELA, Math and Science	5-8	Once a year
NWEA MAPs	National Normed-Referenced Assessment in ELA and Math	5-8	Beginning, mid- and end-of-year
Interim Comprehensive Assessments; Interim Assessment Blocks	Summative ELA and Math assessment of mastery	5-8	At end of units of study per curriculum
ELPAC	Measure English language acquisition	5-8	Upon enrollment; spring for all ELs
PBL Project and Presentation	Demonstrate learning across disciplines	5-8	Each semester
UCLA Math Diagnostic and Placement Tests	Measure mathematics ability	5-8	Upon enrollment; as needed

DATA ANALYSIS AND REPORTING

TAT utilizes the highly customizable and integrated Power School management system (already in place at our two existing schools) to track and monitor students' progress on classroom and state standardized assessments. Power School includes student information such as registration, attendance, demographics, emergency contacts and more. We also utilize Power School to collect, analyze, and communicate to parents and other stakeholders a variety of reports on student achievement, including school-wide and subgroup analyses. While the Principal has primary responsibility for overseeing all student achievement data entry, analysis, reporting and reflection on data, all teachers receive intensive training on student achievement data and effective usage of Power School.

The CEO/ED, Superintendent of Schools, Principal and faculty, also using the tools listed above, monitor and support the academic achievement and psychological well-being of the students, with the Board of Directors ultimately responsible for the school's achievement. As stated previously, the Principal is held accountable to the Board of Directors for student outcomes, as well as any federal and/or state accountability metrics.

The Administrative leadership collects and synthesizes schoolwide and grade level data together with teachers as well as conducting a separate analysis among the administrative team to examine the instructional program from a big picture perspective. On an annual basis, specific annual goals such as those set in the LCAP are evaluated and new goals are set based on data. This analysis allows the administrators to determine professional development, determine needed refinement of the instructional program, intervention, and to determine adequacy of curricula, and to utilize as a component of teacher evaluation.

During each summer's professional development and planning sessions, teachers spend time evaluating results – both aggregated and disaggregated – from prior year's assessments (where available for students returning to TAT from the previous year) to evaluate program effectiveness and use the data to guide curricular development. This essential assessment data is used to inform instruction and professional development. NWEA MAP, SBAC Interims and other benchmark testing results also play a key role in the development of PEPs, which are evaluated and reviewed quarterly during staff development.

Teachers also meet throughout the year in PLCs to discuss assessment results by grade levels, as a whole staff, and in dialogue with students, parents, and administrators. These conversations are used to improve curriculum and instruction as well as to evolve the assessment process itself. Additionally, students also conduct ongoing self-assessments in class.

GRADING, PROGRESS REPORTING AND PROMOTION/RETENTION

Student progress reports and report cards are an important record of student progress, where assessment results are interpreted clearly, meaningfully and consistently. Student assessment through the grading process is correlated to proficiency levels on the CA CCSS. Student progress reports and report cards create a succinct written record of student performance by compiling data from multiple assessments. Progress reports/report cards are one of several ways to keep parents informed about student performance and ensure that data collection is regular and consistent. Additionally, student and teacher attendance and retention rates are also monitored by the Office Manager as these are closely related to student success. Progress reports are issued monthly and report cards are issued twice a year. Teacher grade-books are kept electronically in Power School. All specific information regarding students' grades are made available to the parents via an online parent portal and sent home monthly.

The school also provides opportunities for parents and teachers to meet and discuss student progress. This occurs on a formal basis through scheduled parent conference days once each semester, as well as on an “as needed” basis throughout the school year.

Grade Computation

Interim progress reports are generated monthly. Teachers use a standard “4-point” standards-based grading scale that is translated into A, B, C or F letter grades, as shown below.

- A: 4.0-3.3
- B: 3.32-2.7
- C: 2.69-2.0
- F: 1.9-1

TAT follows a two-semester calendar. Grades are determined by demonstrated proficiency on assignments, projects and assessments that are linked to the Common Core State Standards, as well as work habit and citizenship grades (assigned separately from standards proficiency to reflect effort, compliance and completion of work). All teachers work collaboratively to align their grading criteria and ensure consistency throughout the school.

School-wide Report of Regarding Annual Progress

The annual School Accountability Report Card (SARC) is prepared each year by February 1 as required and posted to the school’s website. Overall student achievement data as well as subgroup data are included in the SARC. The SARC is posted on the school website.

Promotion and Retention

Despite our model of differentiated, personalize instruction and comprehensive supports through a MTSS model, we recognize that in some instances, a student may still be far below grade level and retention may be warranted. We believe that retention is a last resort. Parents are informed through SST meetings and in written reports of student progress about the possibility of their child being retained; this notice is provided by March. While parent input and preference are considered, the decision to retain a student is made by the Principal on a case-by-case basis.

ELEMENT 4 – GOVERNANCE

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

GENERAL PROVISIONS

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

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

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

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

LEGAL AND POLICY COMPLIANCE

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policies as it relates to charter schools adopted through Board action.⁵⁷

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

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

⁵⁷The District is in the process of compiling a list of LAUSD policies that apply to its authorized charter schools. The list will be finalized by April 1, 2018. Charter Schools Division staff will annually review District policies and make recommendations to the LAUSD Board of Education on continued application to charter schools.

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

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

TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES

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

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

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

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

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

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

RESPONDING TO INQUIRIES

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

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

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

NOTIFICATION OF THE DISTRICT

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

STUDENT RECORDS

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

PARENT ENGAGEMENT

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

FEDERAL PROGRAM COMPLIANCE

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

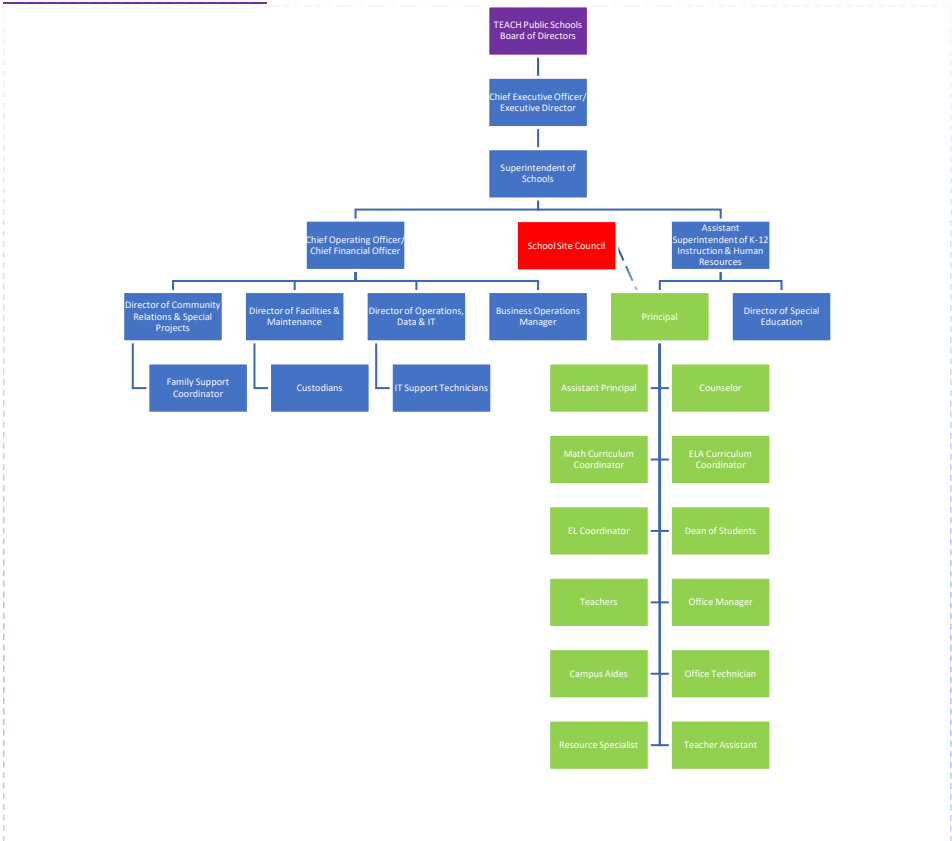
TAT and its governing Board shall comply with the Charter Schools Act, Education Code 47604.1, effective January 1, 2019.

GOVERNANCE STRUCTURE

TAT is a direct-funded, independent charter school operated by TEACH Inc., a California Non-Profit Public Benefit Corporation with a 501(c)(3) tax exempt designation from the IRS. The Charter School is governed by TEACH Inc.'s Board of Directors ("Board" or "Board of Directors") in accordance with the Board's adopted corporate bylaws, which shall be consistent with the terms of this charter.

The Charter School shall operate autonomously from the District, with the exception of the supervisory oversight as required by statute and other contracted services as negotiated between the District and the Charter School.

ORGANIZATIONAL CHART



MAJOR ROLES AND RESPONSIBILITIES

The Board of Directors is fully responsible for the operation and fiscal affairs of the Charter School. It maintains active and effective control of the charter school, through the exercise of the following duties, including but not limited to:

- Hire and evaluate the CEO/ED.
- Approve all contractual agreements and purchases over \$50,000. The CEO/ED approves all invoices and purchases for \$50,000 or less.
- Approve and monitor the implementation of general policies of TAT.
- Develop and monitor an operational business plan that focuses on student achievement.
- Approve and monitor TAT’s annual budget.

- Act as a fiscal agent. This includes the receipt of funds for the operation of Charter School in accordance with its laws and the receipt of grants and donations consistent with the mission of TAT and the establishment of investment procedures.
- Contract with an external auditor (via delegation to a Board-appointed Audit Committee) to produce an annual financial audit according to generally accepted accounting practices.
- Regularly review progress of both student and staff performance. Develop, review, or revise TAT's accountability and mission.
- Approve the school calendar and schedule of Board meetings.
- Develop Board of Directors policies and procedures.
- Participate in the dispute resolution procedure and complaint procedures when necessary.
- Approve charter amendments.
- Approve annual fiscal audit and performance report.
- Appoint an administrative panel to act as a hearing and determining body on recommended student expulsions.
- Execute all other responsibilities provided for in the California Corporations Code.

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

The TEACH Inc. Board of Directors attends an annual in-service for the purposes of training individual Board members on their responsibilities, including compliance with the Brown Act, Conflicts of Interest, and fiscal and academic oversight.

The implementation of the Board's decisions is carried out by the CEO/ED, the Superintendent of Schools and the Charter School Principal.

The CEO/ED is responsible for developing and evaluating the curriculum and educational program, strategic planning, oversight of the Superintendent of Schools and Chief Operating Officer/Chief Financial Officer (COO/CFO), community relations and reporting to the Board.

The Superintendent of Schools is responsible for the ethical and visionary leadership of the instructional program across all TEACH schools, overseeing instructional personnel in developing and implementing a successful educational program and establishing a strong and positive school culture at each TEACH school site. The Superintendent of Schools also leads professional development, community relations with stakeholders, and legal and fiscal management (in collaboration with the COO/CFO).

The COO/CFO oversees all operational functions of TEACH Public Schools to support the vision and mission of TEACH schools including finance/accounting, compliance, vendor relations, HR, facilities, IT/tech and other operational functions.

The Principal of TAT provides instructional leadership of the Charter School, including consistent implementation of standards-aligned curriculum and assessments and is responsible for accomplishing the mission and vision of the school. The Principal leads recruitment, hiring, evaluation, coaching, and as needed, discipline and dismissal of all teachers and school site staff, in collaboration with HR and central office staff. The Principal

- monitors progress of individual, classroom, grade level, subgroup, and school-wide achievement, and identifies areas in need of improvement. The Principal also
- ensures compliance with all state and federal laws and regulations, maintains a school climate that ensures the safety, health and welfare of the students and staff, while continually building a relationship of trust and confidence within the community.

Full job descriptions and Qualifications for each position are included in Element 5, below.

GOVERNING BOARD COMPOSITION AND MEMBER SELECTION

The Board of Directors are composed of highly qualified individuals who have demonstrated a passion for advancing educational opportunities for children, particularly children that have historically been underserved. These individuals possess outstanding leadership and analytical skills. They represent a diverse field of professions and ethnic backgrounds. Each year, the Board participates in training on fiscal oversight and legal compliance issues (Brown Act, Conflicts of Interest, any changes in relevant laws, etc.).

The Board shall have at least five (5) and no more than nine (9) directors. No employees of TEACH Inc. serve on the Board and no persons serving on the Board may be an “interested person” as specified in the bylaws. All directors shall have full voting rights, including any representative appointed by the District as consistent with Education Code Section 47604(b). If the District appoints a representative to serve on the Board of Directors, the Board may appoint an additional director to ensure that the Board is maintained with an odd number of directors. All directors, except for the representative appointed by the District, shall be designated by the existing Board of Directors through the process detailed here in the petition per the application guide:

The Board of Directors of TEACH Public Schools recognizes that a key element of a high-quality board is high-quality directors. This policy is designed to achieve this end.

The number of directors shall be five, seven, or nine, at the discretion of the Board. The term of each director shall be two (2) years. Terms shall be staggered so that not all directors’ terms expire in a single year.

As each director’s term expires, the Board and administration endeavor to provide at least two nominees for the expired position, one of which may be the director whose term is expiring.

Current Board members and school administration nominate new Board candidates. Each candidate completes the attached application form.

The Board completes a Capability Matrix and uses it to identify gaps in current Board capabilities. The Board considers candidates' capacities to fill in these gaps when it deliberates on whom to select.

Appointment of a new director to the Board or reappointment of an existing director is determined by a simple majority vote of the directors whose terms are not expiring. Expansion of the Board to add more directors may be approved by a simple majority of the existing Board, so long as no change contradicts any provision of the charters that created the schools operated by TEACH Public Schools.

Any member of the community may refer a potential candidate to the Board, which evaluates prospective candidates to determine whether or not they fit the stated needs of the Board recruitment strategy. As specified in the bylaws, the Board Chairman appoints a committee to designate qualified candidates for election to the Board of Directors.

Directors shall serve for a term of two (2) years, renewable by mutual consent of the Director and the Board.

GOVERNANCE PROCEDURES AND OPERATIONS

All acts or decisions of the Board of Directors are majority vote based upon the presence of a quorum. A majority of Directors then in office shall constitute a quorum for the transaction of business.

The Board of Directors shall set aside one meeting, annually, for the purpose of organization, appointment of officers, and the transaction of such other business as may properly be brought before the meeting. This meeting shall be held in July of each year, at a time, date, and place as may be specified and noticed by resolution of the Board of Directors.

Standing Board Committees currently include: Finance, Academic Excellence and External Relations.

According to the Ralph M. Brown Act, regular quarterly meetings of the Board of Directors, including annual meetings, shall be held at such times and places as may from time to time be fixed by the Board of Directors. Meetings of the Board shall be held at any place within the boundaries of the Los Angeles Unified School District. The TEACH Inc. Board rotates meetings across the different TEACH school sites. Pursuant to Ed Code 47604.1 (SB 126) effective 1/1/20: (3) (A) For a governing body of an entity managing one or more charter schools located within the same county, the governing body of the entity managing a charter school shall meet within the physical boundaries of the county in which that charter school or schools are located.

(B) A two-way teleconference location shall be established at each schoolsite and each resource center. At least 72 hours before a regular meeting, the Board of Directors, or its designee, shall

post an agenda containing a brief general description of each item of business to be transacted or discussed at the meeting. Agendas are posted in areas that are convenient to staff, students, and parents for viewing, including, but not limited to: the school website, on doors to the school and the main office.

In accordance with the Brown Act, special meetings of the Board of Directors shall be held only after twenty-four (24) hours' notice is given to each Director and to the public through the posting of an agenda.

In accordance with the Brown Act, directors may participate in meetings via teleconference, so long as a minimum of a quorum of directors participates within the jurisdictional boundaries of the District, that all votes are taken by roll call, and other proscribed requirements for teleconference participation are met:

QUORUM REQUIREMENTS and BOARD ACTION (VOTING) REQUIREMENTS. A majority of the directors then in office shall constitute a quorum. All acts or decisions of the Board of Directors are by majority vote of the directors in attendance based upon the presence of a quorum. Should there be less than a majority of the directors present at the inception of any meeting, the meeting shall be adjourned. Directors may not vote by proxy.

ABSTENTION. The vote or abstention of each Board member present for each action taken shall be publicly reported.

TELECONFERENCE PARTICIPATION. Members of the Board of Directors may participate in teleconference meetings so long as all of the following requirements in the Brown Act are complied with:

- a. At a minimum, a quorum of the members of the Board of Directors shall participate in the teleconference meeting from *locations within the boundaries of the granting agency* in which the Corporation operates;
- b. All votes taken during a teleconference meeting shall be by roll call;
- c. If the Board of Directors elects to use teleconferencing, *it shall post agendas at all* teleconference locations with each teleconference location being identified in the notice and agenda of the meeting;
- d. All locations where a member of the Board of Directors participates in a meeting via teleconference must be fully accessible to members of the public and shall be listed on the agenda;
- e. Members of the public must be able to hear what is said during the meeting and shall be provided with an opportunity to address the Board of Directors directly at each teleconference location; and
- f. Members of the public attending a meeting conducted via teleconference need not give their name when entering the conference call

Minutes for regular and special meetings record all actions taken by the Board of Directors. Minutes of the previous meeting are included in the following month's agenda and all recorded minutes are posted online, archived and available to the public upon request to the Charter School's Principal.

STAKEHOLDER INVOLVEMENT

Parents are involved in decision-making in regard to the overall school program in the following ways:

- Parent representation on the School Site Council: parent and staff representatives meet monthly to advise the Principal on school policies, resource allocations and other matters, assist in the development of the School Safety Plan, the LCAP and other important policies and plans.
- The Council is advisory in nature, with decision-making authority retained by the Principal, Superintendent of Schools, CEO/ED and Board of Directors. As needed, Council representatives make presentations and recommendations to the Board of Directors.
- Parent participation in the school's English Learner Advisory Committee (ELAC), as applicable (if TAT enrolls 21 or more EL students).
- Parent participation in the Parent Association, as described below.
- Parent attendance at Board meetings and engagement in the annual goal setting and reflection process for the annual LCAP.
- Parent completion of annual surveys, with incentives offered to generate full participation.

All parents of enrolled students are invited to be members of the TAT Parent Association. The Parent Association facilitates open communication among the entire TAT community through monthly meetings where parents share information and have the opportunity to learn more about school activities and educational programming. The Parent Association also encourages community participation in school activities including performances, fundraisers, site beautification projects and other volunteer opportunities. A president of the Parent Association is elected by the membership each spring to serve the following year. The Parent Association leaders collaborates with the Principal to maintain a comprehensive list of volunteer opportunities including but not limited to the following:

- Assisting during school celebrations and events
- Assisting in an enrichment class
- Hospitality (hosting a visiting teacher candidate or speaker)
- Coordinating and chaperoning field trips
- Assisting with fundraisers
- Assisting in the office

In addition, TAT provides frequent and comprehensive home-school communications, including the school's website. TAT communicates with families in English and in Spanish via monthly Coffee with Principal, town hall meetings, back to school night, parent/teacher and student-led conferences and the School Site Council.

Parents, students and staff use Power School, a schoolwide system that allows ready access to students' attendance, grades, and teacher assignments. We believe that the parent portal transforms the collaborative process among parents and teachers, enabling them to focus on the crux of the student information system - student performance and achievement. Hard copies are sent to parents on the 8th day of each school month, and parent computers available during school days are provided for parents who don't have the resources to access Power School from home.

Parents are invited to attend monthly parent workshops and meetings throughout the school year on a range of topics aimed at supporting student growth and success (i.e., Citizenship/Attorney Assistance, Mental Health Services). The parent workshops provide parents with resources and tools to help support their child's academic and social-emotional well-being.

As detailed in Element 1, the Charter School engages all stakeholders annually in the development and adoption of the LCAP, including review of progress, goal-setting and resource allocation.

ELEMENT 5 – EMPLOYEE QUALIFICATIONS

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

EQUAL EMPLOYMENT OPPORTUNITY

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

ESEA/ESSA AND CREDENTIALING REQUIREMENTS

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

All personnel must commit to the mission and vision of the school. Employees’ job descriptions and work schedules are reviewed and modified as necessary to meet the needs of the Charter School and its students.

EMPLOYEE POSITIONS AND QUALIFICATIONS

CMO STAFF

CHIEF EXECUTIVE OFFICER/EXECUTIVE DIRECTOR

The Board of Directors selects the Chief Executive Officer/Executive Director (CEO/ED). Selection of the CEO/ED is based on proven experience in the following: 1) expertise in curriculum design and evaluation, 2) experience as an administrator and teacher, 3) experience working in the charter school movement, and 4) an interest, or associated work history, in facilities management.

Responsibilities

Strategic Planning

- Work with the Board of Directors and Instructional Leaders to develop a strategic plan to develop TEACH Prep into a gap-closing charter school
- Oversee the allocation of resources to drive the best balance between financial, operational and academic concerns
- Hire and oversee performance of senior-level staff whose jobs will be to support/lead the operations, finance and academic performance work described below Culture Development
- Preserve and promote TEACH Prep's mission with associated core values, philosophy, and culture Human Capital
- Develop an overall human capital strategy and establish career paths within the organization
- Oversee school level human capital development efforts including: recruiting, training and evaluating school leaders and the development of hiring practices, policies, and evaluation protocols for all teachers and school-based employees Operations and Finance
- Oversee school operations: budgeting, accounting, human resources, contract management, compliance, etc.
- Work with outside counsel to support the legal needs of the organization
- Manage any required facility acquisition, maintenance and renovation efforts

Academic Performance

- Develop academic goals and performance benchmarks with Instructional Leaders
- Execute sound performance management of Instructional Leaders to ensure student achievement gains are being realized
- Build a high performing, consistent data-driven culture across the school

Development and External Relations

- Lead development efforts to fund the school model
- Manage the external representation and image of TEACH Prep
- Represent TEACH Prep in authorizer communications

Qualifications

- Experience in managing and leading a high performing organization including strategic development and operations
- Graduate (Master's level) degree in Education, Business or related area
- Entrepreneurial drive and proven track record in launching new ventures or major initiatives
- Superior relationship management skills, including external and internal stakeholders/clients
- Passion for education reform and a commitment to serving children in underserved communities

Experience running or operating in a charter school or extensive knowledge of charter schools preferred
 Experience launching and designing new schools preferred
 Experience working with urban schools and engaging residents of urban communities preferred
 Direct classroom or instructional leadership experience preferred
 Prior fundraising experience preferred

SUPERINTENDENT OF SCHOOLS

The Superintendent of Schools recruits, interviews and recommends candidates to the Board of Directors. Selection of the Superintendent of Schools is based on proven experience in educational leadership, educational vision for and experience with low-income and/or minority children, demonstrated ability in program design and/or development, entrepreneurial ability, and interest and commitment to educational reform.

Responsibilities

- Report to the CEO/ED and Board of Directors
- Develop an integrated curriculum and evaluation of educational program
- Evaluate, support and mentor the principals
- Ensure the academic performance of all TEACH schools surpasses similar situated LAUSD schools
- Have the shared responsibility with the COO/CFO & Principal of hiring and dismissing (with cause) employees (including the Principal) according to the mission, philosophy, and obligations of the school as spelled out in the charter.
- Oversee the day-to-day operations of the schools.
- Lead in maintaining and support of facilities, and related grants, etc.
- Be a liaison to community and business partners.
- Represent school at meetings/forums.
- Assist in writing grants, facilitating fundraising, and/or obtaining loans.
- Lead parents in organizing.
- Staff Management – Create a systematic approach to the recruitment, training and retention of qualified individuals who understand their contribution to the learning services standard of our school. Ensure that our school is a safe, amiable, honest, and competent school.
- Collaboratively create and approve the schools' operating plan including projections for revenue, expenses, and profitability. Lead the Charter District's daily operations. Provide analysis of factors related to impacting cost management; including the real-time management of the school's budget.
- Quality Management – Ensure that the Charter School has the ability to anticipate and meet the needs, demands and expectations of all of our stakeholders.
- Experience in staff supervision, hiring, and training/developing staff
- Proven ability to maintain compliance to budget and expense targets
- Strong analytical ability to assess financial performance

- Demonstrates effective verbal and written communication skills
- Self-motivated individual with creative problem solving skills
- Excellent interpersonal and leadership skills
- Lead in the day to day operations of the Charter school
- Prepare teacher credentialing paperwork for annual CSD visits.
- Assist in writing grants, facilitating fundraising, and/or obtain Financial Data.
- Performs other duties as assigned.
- Ability to maintain confidentiality of information.
- Excellent organization and detail-oriented skills.
- Excellent problem solving skills.
- Ability to coordinate and prioritize multiple tasks in a fast-paced environment.

Qualifications

- At least four school years of successful full-time service in a public-school certificated position(s), no fewer than three years of which must have been in teaching service.
- In addition to or concurrent with the 4 years required above:
 - At least two years of public-school certificated service directly related to an instructional program covering grades K through 12.
 - At least one year of verifiable experience in a non-classroom leadership position such as a coordinator, instructional coach, etc.
- An earned master's degree or advanced degree of at least equivalent standard from an accredited college or university
- At least two semester units each (six semester units total), or the equivalent of course work in culture, language and methodology to meet the requirements of the school's plan for English Language Learners.
- One of the following California credentials or credential combinations authorizing K-12 service must be on file with TPS:
 - Administrative Services Credential (or Certificate of Eligibility)
 - Elementary and/or secondary level teaching credential

CHIEF OPERATING OFFICER / CHIEF FINANCIAL OFFICER

As a member of TEACH Inc. Executive Team, the Chief Operating Officer/Chief Financial Officer (COO/CFO) oversees all financial and operational functions of TEACH Public Schools to support the vision and mission of the schools.

Responsibilities

Financial Management

Develop, deploy and manage the financial system, financial reporting and accounting using accounting/financial policies and procedures; manage daily financial and business activities; coordinated with Charter Impact to ensure timely and accurate bookkeeping and reconciliations; ensure proper cash management, and management of accounts receivable and payable, with timely processing of billings and payments; ensure proper asset management, compliance with GAAP standards, and adherence to budget; collect public revenues; prepare

monthly, quarterly, and annual financial statements and variance analyses in a timely manner; manage and ensure compliance with grants; coordinate with the CEO/ED, Superintendent of Schools and Charter Impact to prepare the school budget; ensure that all reports are submitted accurately and on time. Oversee the negotiation of external operational vendor relationships to support the continued growth of the schools. Manage grant applications and funds.

Strategy and Planning

Work with the CEO/ED and Superintendent of Schools to support strategic, long-term planning, and measurable goal setting to ensure that the planning is actualized and aligned with all school-wide goals. Continuously innovate and evaluate the operational and financial health of the organization and innovate strategies to address emerging liabilities.

Governance

Works collaboratively with the Board of Directors as stewards of TEACH Public Schools. Promotes understanding and good-working relationships between the Board of Directors and staff. Provides direction and communicates to the Board on all TEACH related matters. Provides pertinent information and reporting to the Board. Recommends needed policy changes and action. Ensures compliance of all policies, procedures, and directions.

Human Resources

Ensures compliance with relevant workplace and employment laws. Provide appropriate information and assistance to staff regarding personnel matters and benefits. Provide effective support and advice to the administrative team on personnel and HR issues. Ensure that all staff hold credentials required by law and pass background checks; prepare and maintain legal personnel-related documentation (including employment statements of hire, disciplinary procedures, and terminations of employment) Ensures that job descriptions are developed and that regular performance reviews are completed and documented. Manages salary budget planning and staffing requirements; and effectively coordinate with the CEO/ED and Superintendent of Schools as needed.

Operations Leadership

Provide technical support and management to all operations staff, with particular focus on: student recruitment; family engagement planning, enrollment and student records; human resources, payroll, and credential management; scheduling, meals programs and receipts; physical plants; procurement; security and school safety programs (e.g., facility security systems, cameras, locks, gates, law enforcement/fire coordination for facility security issues) external reporting and regulatory compliance; asset tracking.

Communications

Ensure alignment, consistency, and clear communication of the operational services available to TEACH schools understand the depth and scope of the resources available and how to access those resources; create coordinated communication systems and project management to ensure that all team members are working to provide efficient services to the schools; and work

with the CEO/ED and Superintendent of Schools to align a decision making process which clearly articulates roles and responsibilities for all stakeholders.

Enrollment and Student Information

Oversee and coordinate student recruitment for all TEACH schools; ensure timely and proper enrollment and attendance reporting to the city and state and timely and accurate collection of public funds; maintain the school's waitlist and enroll students in compliance with charter law and regulations; maintain student records and information; and ensure compliance with student confidentiality laws. Lead manage the student information management system includes auditing for data integrity and oversight of student records (e.g., enrollment, attendance, disciplinary actions, demographic data, immunization, emergency/medical information, special education, interventions, and school records).

External Reporting and Compliance

Ensure compliance with state and federal regulations; ensure that all required financial reports are submitted in a timely and accurate manner; monitor management/lease/charter agreements, with particular attention to financial reporting requirements; and maintain effective working relationship with the authorizer, the state, and other regulatory and oversight agencies. Ensure the continued viability of all TEACH Public Schools entities, including charter renewal.

Facilities

Works closely with school site staff and Director of Facilities and Maintenance to ensure school facilities are fully functional, clean, safe learning environments. Oversee facility related contractors and projects including repairs and maintenance; Manages external partner relationships to build and finance private facilities, working in close collaboration with the CEO/ED and Superintendent of Schools. Works collaboratively with school leadership teams to ensure sites are compliant with all facilities requirements, including emergency drills, annual Emergency and Safety documentation, and on-going training and support.

Meals

Oversee nutrition and food programs and related compliance; manage food service vendor(s) and staff; and oversee free and reduced-price lunch eligibility and collection of meal payments.

Information technology

Ensure information systems are fully functioning; oversee the planning, administration, maintenance, and troubleshooting of information technology hardware and software; ensure security policies and procedures are in place to protect confidential information and provide reliable access, and that they comply with local, state, and federal policies related to technology use, such as FERPA; manage user accounts and system security and oversee back-up procedures; and coordinate user-training programs to ensure effective and efficient use of technological resources.

Legal

Oversee and coordinated any legal issues, including potential or pending litigation with insurance, outside counsel and the TEACH Board of Directors.

Qualifications

- Bachelor's degree (MBA, MPA, JD or other relevant advanced certification preferred)
- Charter school leadership experience strongly preferred
- Minimum 3-5 years of directly related experience, preferably in an operations department of a nonprofit or educational organization
- Prior school site operations experience at a Charter Management Organization (CMO) is a plus
- Experience working on a fast-paced educational environment, nonprofit or social enterprise
- Ability to apply critical thinking skills to complex systems and operations in a highly regulated industry

ASSISTANT SUPERINTENDENT OF K-12 INSTRUCTION & HUMAN RESOURCES

The Assistant Superintendent of K-12 Instruction & Human Resources supports the vision and mission of the schools by developing and evaluating School Principals capacity for instructional leadership and work closely with the COO/CFO to create a positive and legally compliant work environment for all TEACH employees.

Responsibilities

Educational Services

- Directly accountable to the Superintendent of Schools for the leadership of the Educational Services Division and all school sites
- Responsible for planning, organizing, staffing, directing, controlling and evaluating a program of comprehensive educational support services in accordance with instructional priorities and State and Federal standards and guidelines
- Identify, define, and describe policy issues, and community concerns related to the functions of Educational Services
- Plan and provide leadership for innovative programs; exercise leadership at the local and state, levels
- Direct, manage, and participate in the identification, development, and implementation of the office goals, objectives, policies, priorities, and service procedures
- Plan, direct, and participate in the delivery and administration of assigned services
- Represent and serve as a liaison at a variety of meetings, conferences, hearings, presentations, and workshops
- Respond as necessary to inquiries, complaints, and concerns from the general public, community organizations, and school district officials
- Provides professional development for personnel directed at instructional planning, improvement, and evaluation
- Presides over meetings of principals and/or other administrators

- Supervise state and federal programs including Title I/II and Title III English Learners and Local Control funding formulas and supplemental/concentration grant funds; assure compliance with and serve as a district liaison to, federal and state funded programs
- Plan, organize, and direct state and federal funded EL programs according to District needs, policies, procedures, and EL guidelines and regulations.
- Maintain comprehensive records for EL and special funded projects.
- Organize/facilitate District-level advisory committees, including the EL Advisory Committee (ELAC).
- Identify services and resources necessary to assist in the implementation of an effective educational program
- Establish strong positive relationships with staff, parents, and the community for the support of an effective instructional program
- Attend various student functions taking place during the school year
- Supervise and coordinate district-wide, state, and federal testing and assessment programs
- Establish a program of community relations to support and communicate the education goals to parents, community organizations, and the public
- Coordinate and monitor all District testing (e.g. CAASPP, ELPAC, Physical Fitness, etc.) and report test results to the Superintendent of Schools and the Board of Trustees.
- Develop and utilize metrics and procedures for in depth analysis and reporting; coordinate disaggregation of data in all areas and at all levels.
- Assist site staff in test implementation, analysis, and interpretation of results for common formative, summative, and standardized assessments
- Assist sites in preparation and implementation of all mandated plans, including Single Plans for Student Achievement (SPSA), Local Control and Accountability Plan (LCAP).

Human Resources

- Directly accountable to the COO/CFO for the leadership of Human Resource for all TEACH Public School entities.
- Plan, organize, control and direct District-wide Human Resources operations and activities including the recruitment, screening, examination, selection, processing, classification of classified and certificated employees; establish and maintain Human Resources time lines and priorities; assure related activities comply with established standards, requirements, laws, codes, regulations, policies and procedures.
- Coordinate and direct communications, information, employee evaluation functions and employee record-keeping to meet the human resources needs of the District; direct the development and implementation of Human Resources plans, programs, projects, services, strategies, goals and objectives; assure proper and timely resolution of personnel issues and conflicts.
- Supervise and evaluate the performance of assigned personnel; interview and select employees and recommend transfers, reassignment, termination and disciplinary actions; coordinate subordinate work assignments and review work to assure

compliance with established standards, requirements and procedures; assure employee understanding of established requirements.

- Monitor, evaluate and determine staffing needs for classified and certificated personnel; coordinate recruitment and related advertising activities for job vacancies; direct and participate in the screening of employee applications to determine eligibility; assure candidates meet minimum qualifications; direct the preparation, distribution and advertising placement of announcements for job openings.
- Direct the interviewing, selection and placement of personnel; coordinate and direct the scheduling, preparation and administration of examinations; direct applicant interviews to determine eligibility of candidates; direct and participate in the analysis and accepting or rejecting of job applicants; coordinate and direct the distribution, collection and processing of employment applications.
- Direct the preparation and maintenance of a variety of personnel records, files and reports related to classified and certificated employment, employees, applications, assignments, salaries, credentials, testing, evaluations, discipline, leave and assigned activities.
- Ensure accurate employee data in SIS, complete employee data pieces for all mandatory reporting including CBEDS, CALPADS, Civil Rights Report, and ESSA Grid.
- Lead in establishing and maintaining a positive work environment for all TEACH employees. Creating an environment where people are happy and proud to work.
- Performs other duties as assigned by the COO/CFO

Qualifications

- Bachelor's degree (an MBA, MPA, JD or other relevant advanced certification preferred)
- Charter school leadership experience strongly preferred
- Minimum 5-8 years of directly related experience, preferably in an operations department of a non-profit or educational organization
- At least 3 years in a leadership role

DIRECTOR OF COMMUNITY RELATIONS & SPECIAL PROJECTS

The Director of Community Relations & Special Projects is a critical leadership position. The goal of this position is to develop and grow relationships with donors, families, and community leaders in the South Los Angeles area. The ideal candidate has progressive responsibility in similar or related roles, with at least 5 years managing a team to exemplary results, and the following competencies and personal characteristics.

Responsibilities

Strategic and Visionary Leadership

- The Director of Community Relations & Special Projects is a visionary and strategic leader, with the knowledge, foresight, and clarity to inform decision-making around advocacy and community engagement, communications, and development.
- The Director of Community Relations & Special Projects is nimble in adjusting to shifting priorities and able to balance multiple tasks efficiently and effectively. This leader will anticipate, analyze and interpret complex problems, achieving sustainable, creative solutions.
- This leader flourishes in a mission-oriented, data- and process-driven environment and be energized by the prospect of developing, prioritizing, and implementing new strategies and best practices.

Exceptional Collaborator

The Director of Community Relations & Special Projects is an engaged, active listener, able to communicate effectively with a broad group of stakeholders. The Director of Community Relations and Special Projects demonstrates honesty, fairness, humor, an ability to listen, and a keen mind, and will operate with humility and optimism. A natural consensus-builder, the Director Community Relations and Special is comfortable with ambiguity and have the persistence to drive the process forward through collaboration and dedication. The Director of Community Relations & Special Projects is well versed in crisis management, including the quick assimilation of large volumes of complex material and speedy development and execution of plans in collaboration with others.

Qualifications

- Master's Degree, Doctorate preferred
- 10 years in education experience
- 5 years of management experience
- Demonstrated ability to work well in a team
- Charter school leadership experience preferred
- Bilingual preferred
- Ability to set priorities and manage multiple projects simultaneously while meeting customer expectations
- Strong customer service orientation, responding to customer needs in a timely manner
- Ability to learn quickly
- Flexibility to adapt to constantly changing environments
- Passion for improving urban public education and a willingness to make a long-term commitment to K-12 education

DIRECTOR OF FACILITIES & MAINTENANCE

Position ensures all TEACH facilities optimize the learning environment for our students, while operating within budget.

Responsibilities

- Assist with the coordination of maintenance, repair, and improvements to facilities at each school site.
- Meet weekly with maintenance staff and site principals to ensure their needs and the needs of the school are met.
- Coordinate with maintenance staff (school site) to ensure overall cleanliness of school.
- Assist each school site with the implementation of safety plans.
- Administer the operations of facilities management, student transportation, project management, school security (e.g., facility security systems, cameras, locks, gates, law enforcement/fire coordination for facility security issues), and compliance.
- Conduct long-term planning for capital improvements
- Oversee and manage capital improvement process
- Design and manage a standard procurement and inventory tracking practice that ensures complete command and control of school property.
- Develop and refine standard practices for core recurring school operations-related activities and routines.
- Manage the assignment and distribution of personnel, provide ongoing reviews of organization structure, staffing, and departmental policies and procedures. Oversee the performance evaluation process of all assigned personnel. Evaluate subordinate administrative and assigned personnel.
- Perform other duties as needed.

Qualifications

- Must be proficient in Word and Excel
- Bilingual in Spanish preferred
- Detail oriented
- Ability to multi-task
- 2-3 years management experience
- Customer Service oriented

DIRECTOR OF OPERATIONS, DATA & IT

The Director of Operations, Data & IT (DODIT) works closely with school site leaders and staff to ensure operations of all TEACH technology and data systems.

Responsibilities

Data Operations

- Lead on initial data system set-up and ongoing maintenance, and keeping information systems functional and accessible. Key systems include PowerSchool, Google G Suite, SchoolMint, Edlio and all testing and instructional platforms.
- Maintain accurate and relevant student data from external sources, e.g., state testing, in TEACH systems.
- Design and build reports in PowerSchool, Illuminate, Excel, and other reporting systems for senior leadership, Board members, charter school authorizers and other critical stakeholders.

- Lead evaluation and implementation of systems, technologies, and practices related to data management.
- Stay abreast of research and trends involving data software and systems, ensuring that current tools and technologies are shared with and incorporated into the team's work.

Data Analysis

- Oversee creation of dashboards and other user-friendly data tools.
- Lead and support analyses on big and complex data sets, and communicate key findings clearly and compellingly.
- Coach and provide training by interpreting student data and providing compelling narratives to encourage data-driven decision making.

Project Management

- Oversee all state, federal, and additional required demographic and academic reporting for schools, partnering with school-based personnel to ensure our reporting is accurate, reliable, compliant, and on-time.
- Assist on creating the master schedule process for all TEACH sites, ensuring underlying academic philosophies and values are reflected in the schedule for each school.
- Partner with schools to manage recruitment, enrollment, and lottery processes across the organization.
- Manage data reporting for TEACH Inc. School Food Authority with CNIPS. Ensure accurate data is reported each month.
- Management of all TEACH Public Schools websites. Ensuring accurate and timely information is available to stakeholders.
- Manage E-Rate application and vendors

IT

- Ensures daily operation of all TEACH campus internet/networks for students learning and testing.
- Ensures operation of all TEACH Public School IT Hardware and Software for students, teachers and staff.
- Help manage IT hardware inventory system.
- Set up and maintain various equipment including printers, computers, tablets, phones, etc.
- Coordinate with outside vendors and TEACH staff regarding IT issues including installation, troubleshooting, estimates for services, etc.
- Additional duties as assigned.

Qualifications

- Bachelor's Degree is preferred
- Extensive experience in data analysis and visualization and knowledge of database systems is required
- Proficiency in Google Apps, including Google Drive, Google Sheets, and Google Docs or similar software is required

- Experience with Student Information Systems
- Prior education experience including classroom experience is strongly preferred

BUSINESS OPERATIONS MANAGER

The Business Operations Manager (BOM) serves as a network leader ensuring a high level of efficiency in the operations of our schools. The BOM supports non-instructional functions of the schools within TEACH, enabling Principal's and Senior TEACH Leaders to focus on student achievement. This position is under the supervision of the COO/CFO. The ideal candidate will have progressive responsibility in similar or related roles, with at least 3 years managing a team to exemplary results.

Responsibilities

Strategic & Visionary Leadership

Be the subject matter expert for school operations, responsibilities include successfully executing systems, processes, and policies in all non-instructional areas
In partnership with the School Principals, manage and support school-based operations teams (School Office Manager and School Clerks) to ensure a high level of customer service, operational excellence and ensuring fiscal policies & procedures are implemented and followed.

Finance & Purchasing

Responsibility for procurement, cash receipts, deposits, effective implementation of financial policies, and assistance to the School Leader and Office Managers with budget management and implementing fiscal policies.
Accurately and timely preparation of weekly accounts payable batch for COO/CO and Superintendent of Schools approval.
Communicate with vendors, back office and school sites regarding purchasing and billing to ensure compliance with TEACH Public Schools fiscal policies.
Ensure accurate and complete records are kept of all TEACH purchase orders, invoices, packing slips and receipts.
Prepares checks and deposits cash/checks to the corresponding financial institution.
Receive and inventory material purchases.
Ensures district office is supplied with necessary supplies and materials for daily operation.

Human Resources Administrative Support (under the supervision of the Assistant Superintendent of Instruction & Human Resources)

Serves as the initial contact for onboarding
Answers, as much as possible, payroll & benefits inquiries
Maintains online HR employee files in Helios.

Administrative Support

Provides a high level of customer service by serving as the initial greeter upon entry of the TEACH Home Office and/or answering the phone in a professional manner

Sort through the mail and distribute accordingly.
Upon request, provide any support with any reports or special project for TEACH Home Office staff.
Edit and proofread district prepared documents.
Attend and assist with TEACH Public Schools Board Meeting logistics record keeping
Provides support with authorizer oversight visits, audit and other compliance

Trip Planning & Event Coordination

Provides support to the Office Manager & Parent Coordinator by ensuring all logistics for school events and activities as needed, including, parent meetings, concerts, special events, fundraisers, culminating events and graduations are planned accordingly, communicated in a timely manner and any purchase orders are provided by the School Site Team in accordance with the TEACH Fiscal Policy.

Qualifications

Demonstrated ability to work well in a team
Charter school operations work experience preferred
Bilingual Preferred
Ability to set priorities and manage multiple projects simultaneously while meeting customer expectations.
Strong customer service orientation, responding to customer needs in a timely manner
Ability to learn quickly.
Flexibility to adapt to constantly changing environments.
Passion for improving urban public education and a willingness to make a long-term commitment to K-12 education

FAMILY SUPPORT COORDINATOR

The Family Support Coordinator must be extremely organized and possess the ability to take direction from the administrative team. The scope of work will include ensuring accurate enrollment accounting; resolving enrollment-related issues; ensure compliance with state reporting and documentation requirements; maintaining a list of approved drivers/volunteers, and all required documents for field trips, providing ongoing parent communication; providing general clerical support; oversee student enrollment and deliver quality School enrollment information.

Responsibilities

Main Activities

- Work in collaboration with the Administration to implement the goals and policies of the TEACH Public Schools Board of Trustees.
- Ensure enrollment objectives, goals, practices and actions produce successful Student attendance results, consistent with the Mission and Vision of TEACH Public Schools.
- Creating, managing, and tracking ongoing parent communication, for the purpose of informing parents of TEACH Public Schools activities, events, updates and general information.

- Communicate with Parents and TEACH Public Schools staff via courtesy calls to parents, parent letters, parent emails, website and social media, for the purpose of ensuring a smooth enrollment process.
- Respond to inquiries from Staff and Parents.
- Open enrollment (advertise and manage).
- Run enrollment reports including additions and withdrawals.
- Schedules and administer assessments for potential students.
- Track applicant process through enrollment.
- Assign and collect enrollment paperwork.
- Maintain a variety of records, schedules and files to document activities and to provide reliable information.
- Work with detailed information and data.
- Communicate with applicants regarding lottery procedures.
- Coordinate lottery event.
- Certify lottery applicants for priority pools (when necessary).
- Communicate lottery results to participants/applicants, and answer lottery inquiries.
- Manages lottery waitlist and post lottery waitlist.
- Ability to meet tight deadlines and schedules.
- Assist in drafting policies and procedures when necessary.
- Assist in developing and implementing strategies to improve enrollment.
- Coordinate and advertise Parent Meetings, School Events, Field Trips, Back to School Night, Conferences for TEACH teachers and administrators.
- Manage Parent Mentor/Volunteer opportunities
- Responsible for maintaining list of cleared volunteer background checks and fingerprint clearance.
- Establish and maintain professional, proactive customer service to all parents
- Support in the preparation for tours and in the follow up relationship building with families
- Assist site principal in organizing and attend all TEACH School Site Council meetings to take minutes; work with Administration in the publication of agendas for meetings; upload to Website
- Assist in drafting month board report on family involvement & satisfaction and enrollment, retention and attendance data.
- Lead in organizing parent support for any new TEACH school/petition. Including obtaining parent signatures and organizing parent meetings.

Qualifications

The Family Support Coordinator must possess the required knowledge and skills through the completion of coursework and/or experience. Equivalencies will be considered. The Family Support Coordinator must have:

- Minimum of one year's experience with a Student Information System
- Minimum of one year's admissions experience
- Experience with online enrollment process
- Knowledge of school systems and procedures

- Ability to maintain a high level of accuracy and confidentiality
- Excellence in presenting information to others using various forms of communication
- Excellence in telephone etiquette, grammar and punctuation
- Knowledge of applicable federal, state and local laws, codes, regulations and procedures
- Ability to adapt to changing work priorities
- Excellent interpersonal skills
- Proficient ability to use Microsoft Office including Word, Excel and Outlook

CUSTODIANS

Under general supervision, Custodians maintain buildings, furniture, and equipment in a clean, safe and secure condition during an assigned shift; and set up and remove tables, chairs, and equipment for meetings and special events. Employees as the custodian level are fully aware of the operating procedures and policies of the work unit and are expected to perform duties with minimal direction and immediate supervision.

Responsibilities

- Sweep, scrub, and mop rooms, halls, stairways, and offices; strip, sand, refinish, wax, or buff floors; vacuum and shampoo rugs and carpets; operate equipment including buffers and vacuum cleaners
- Empty, clean and sanitize waste receptacles and ashtrays; pick up papers and other debris; empty pencil sharpeners as necessary
- Dust and polish furniture, woodwork, fixtures and equipment; remove cob webs; clean desks and countertops; change light bulbs and fluorescent tubes
- Clean chalkboards and erasers; arrange classroom furniture and equipment; restock classrooms with necessary supplies such as chalk and erasers
- Clean and disinfect restrooms, floor mats, drinking fountains and fixtures; restock and order supplies as needed; ensure specified sanitary standards are maintained; may perform pest control tasks in buildings
- Wash walls; remove marking on walls, restroom stalls, countertops, and desks; washes windows, mirrors, and venetian blinds; clean filters and kitchen hoods
- Move furniture or other heavy objects on request or for set-up of campus functions; make minor repairs and adjustments to building fixtures and equipment
- Responsible for building security; locking and unlocking classrooms, buildings or offices; putting flags up or taking them down
- Reports fire, sanitary, safety or security hazards in buildings; reports needed maintenance or repair
- Operates campus vehicles as requested
- Performs other duties as required

Qualifications

- Some post high school education preferred
- Extensive experience in data analysis and visualization and knowledge of database systems is required
- Experience with cleaning and janitorial services
- Demonstrated ability to work well in a team as well as in a supervisory role

- Minimum 1 year working in a school setting and managerial experience
- Charter school experience preferred
- Bilingual Preferred

IT SUPPORT TECHNICIANS

The IT Support Technician is responsible for installing, maintenance and repair of computer equipment, peripherals, software, and networks at school facilities throughout TEACH Public Schools. In addition, this position is responsible for supporting the TEACH Home Office, along with its schools. The IT Support Technician reports to the DODIT.

Responsibilities

- Provide technical support to users regarding hardware, software, and network related problems
- Provide hardware and software installation, configuration, troubleshooting, maintenance, and upgrades to both computers (Windows, Chromebooks & Mac), portable devices (iPads) and networks (Windows)
- Setup email users and groups in Active Directory as well as in Google Admin Console
- Troubleshoot and maintain Printer, Projectors, Document Cameras, IP Phones and Copier equipment
- Using a variety of communication methods provides online support and assistance to users, Help Desk support and remote control of user systems as directed.
- Responds in a timely manner to technical support requests maintained in TEACH's OfficeBooks online work order system, as well as documents support provided and follow-up, should it be required.
- Maintain records and prepare reports related to equipment inventory, maintenance, installations, warranties and system defects.
 - Equipment inventory must be regularly maintained and shared with DODIT and School Leaders.
- Track status of required repair and maintenance.
- Diagnose and assist in troubleshooting LAN and WAN network problems
- Ensures daily operation of all TEACH campus internet/networks for students learning and testing (Wireless Networking and Connectivity Troubleshooting).
- New user and equipment deployment setup, including providing and installing of all required software as prescribed by TEACH Public Schools.
- Connect and set up computer hardware as well as network equipment.
- Communicate effectively with school personnel to coordinate activities where IT resources are needed and provide technical assistance.
- Document technical and network related problems
- Prepare hardware, software, and procedural documentation
- Assist administration in educating staff on usage of technology (operation and care of computer equipment, hardware, and software) through the regularly scheduled professional development
- Participate in discussions involving vendors, suppliers and TEACH personnel regarding parts, equipment and program operations and new technology

- Maintain current knowledge of technological advances in computers and peripheral equipment, software, operating systems, and networks
- Collaborate with the Director of Data and IT to ensure proper maintenance of hardware, software, and other technical equipment
- Provides equal access to school sites by following the designated work schedule
- Cross training with other technicians
- Perform other related job duties as assigned

Qualifications

- A High School diploma is required. An Associate's Degree in computer science, information systems, or a related field from an accredited college or university is preferred.
- One to three years of experience in the maintenance, installation, configuration, upgrades of hardware, software, and operating systems of computers and local area networks.

SCHOOL SITE STAFF

PRINCIPAL

The Principal provides instructional leadership and assist in overall management of the Charter School as prescribed by federal and state laws. The Principal reports to the Superintendent of Schools.

Responsibilities

- Provides instructional leadership of the Charter School, including consistent implementation of standards-aligned curriculum and assessments.
- Demonstrates continual emphasis on accomplishing the mission and vision of the school.
- Leads recruitment, hiring, evaluation, coaching, and as needed, discipline and dismissal of all teachers and school site staff, in collaboration with HR and central office staff.
- Provides guidance, supervision and assistance to all instructional practice, including planning and leading teacher PD and coaching.
- Oversees the focus, scheduling and implementation of professional development and coaching activities, including Professional Learning Communities.
- Oversees and monitors the administration and review of benchmark assessments and state mandated testing.
- Monitors progress of individual, classroom, grade level, subgroup, and school-wide achievement, and identifies areas in need of improvement.
- Actively participates in SST process and attends IEP meetings as necessary.
- Ensures compliance with all state and federal laws and regulations, including in the areas of SpEd, EL, and other special populations.
- Ensures maintenance of a clean physical environment and implementation of Health and Safety policies and procedures.

- Maintains a school climate that ensures the safety, health and welfare of the students and staff, while continually building a relationship of trust and confidence within the community.
- Acts as the formal liaison between the school, parents and community members and assumes responsibility for all written communications between home and school.
- Other duties as assigned.

Qualifications

- At least four school years of successful full-time service in a public school certificated position(s), or comparable relevant experience suited to the position.
- An earned master’s degree or advanced degree of at least equivalent standard from an accredited college or university.
- At least two semester units each (six semester units total), or the equivalent of course work in culture, language and methodology to meet the requirements of the school’s plan for English Language Learners, or demonstrated equivalent experience working with English Learners.
- An administrative services credential, teaching credential or relevant experience appropriate to the position.

DIRECTOR OF SPECIAL EDUCATION

The Director of Special Education is charged with ensuring that TEACH schools are able to provide their students with disabilities with the supports they need to achieve their full potential.

Responsibilities:

- Overseeing and implementing a comprehensive school-wide Special Education program and monitoring and documenting student progress;
- Monitoring and implementing School’s compliance with student Individual Education Plans (IEPs), maintaining active and up-to-date records;
- Execution of some RSP services, possibly BID services, and serving as the lead RSP teacher among the special education team;
- Supporting and leading the convening of IEP meetings and ensuring their successful execution;
- Serving as the school-based lead for legal and compliance-based projects and requests;
- Ensuring successful execution of all service minutes by both TPS employees and independent contractor service providers;
- Cultivating and maintaining a relationship with the Charter Operated Programs office at LAUSD
- Supporting and leading the convening of the Student Support (Success) Teams, providing clear agendas, goals, and documentation of each meeting
- Conferencing with teachers, school leaders, other instructional personnel, and external educational agencies to aid in the development of robust, appropriate, educational programming and supports to students who are at risk of failure, not meeting school academic goals, and/or currently being supported by a formal IEP

- Ongoing formal (i.e. Woodcock Johnson IV Tests of Achievement (WCJ IV)) and informal (i.e. core phonics) assessment of student progress and achievement using a variety of means to collect and report on academic data
- Use of data to tailor instruction to meet individual student academic and social needs with a goal of every student performing on grade level or above in all subject areas
- Participation in professional development activities, both internal (led by the principal, lead teachers and visiting experts) and external (visiting other schools, attending conferences, and engaging in best practice sharing with others in the charter school community, etc.)
- Participation as an active member of the community to provide stewardship of the school and adherence to its mission and guiding principles
- Maintaining a high-level of professionalism including meeting deadlines, and commitments to self, students, and the community
- Other duties as necessary

Qualifications

- A Bachelor's degree and California multiple subject credential
- CLAD or BCLAD
- Successful completion of CBEST exam
- Willingness to serve as the BID and obtain relevant certification (if applicable)
- Minimum of three-five years' experience teaching in relevant elementary and/or middle school grades
- Experience working in a socio-economic, racial and culturally diverse classroom setting.
- Ability to effectively manage and instruct both small and large groups of students
- An exhibited ability to work with children in a caring and respectful manner in order to create a joyful, caring classroom environment where instructional time includes community building, conflict resolution, skill-building, and empowering students to be peacemakers and agents for positive social change
- Knowledge of and experience with Welligent and other Special Education related computer programs to document services, notes, write IEP's and run all necessary reports.
- Knowledge of all compliance oriented Special Education timelines, procedures, and processes (generally and within LAUSD)
- Proficiency in conducting formal special education assessments and writing associated reports
- Experience managing a group of professionals with successful results
- Fluency in a second language (ideally Spanish) is preferred

ASSISTANT PRINCIPAL

The ideal Assistant Principal wholeheartedly believes in and is passionate about the mission and commitments of TEACH schools and exhibits this through supporting the Principal with student and parent relations, managing classified staff, supporting instruction, successfully implementing testing and school operations.

Responsibilities

Supporting Instruction

- Collaborate and participate in classroom “Learning Walks” and observations
- Assist with facilitation of staff meetings
- Collaborate with the Principal on the design and delivery of PD
- Assist with preparation of school schedule
- Oversee the Special Ed and After School program
- Attend IEP meetings in the absence of the Principal

Testing

- Ensure all demographic data is accurately entered into PowerSchool
- Oversee state testing (CAASPP/SBAC)
- Ensure all testing materials are ordered
- Coordinate internal assessment including the MAP and Math Assessments

Financing

- Ensure all purchases and decisions are made within budget
- Advise the Principal and COO/CFO on purchases
- Review the status of the budget on a regular basis
- Lead all fundraising events
- Attend budget related meetings and trainings
- Ensure an adequate number of supplies are maintained
- Ensure staff works budgeted hours

Operations

- Ensure attendance procedures are adhered to and lunch counts are accurate
- Attend all meetings and training related to operations
- Ensure the school is clean and safe of any hazards
- Work with the Operations team to address any facility needs such as repairs or new equipment
- Work with the IT team to address any technologies needs or repairs
- Ensure the school is in compliance with risk management rules
- Ensure timesheets are accurate and turned in on time
- Work with HR for all new hires and terminations

Other

- Regular attendance, dependability and punctuality in conformance with the standards are essential to the successful performance of this position.
- This job description in no way state or implies that these are the only duties to be performed by the employee(s) incumbent in this position. Employees are required to follow any other job-related instructions and to perform any job-related duties requested by any person authorized to give instruction or assignments.

Qualifications

- 5+ years teaching experience at the middle or high school level, with a history of improving schools, increase student achievement and passion for education reform.
- Master's degree & Administrative credential preferred.
- Previous leadership experience (department chair, assistant principal, dean, etc.)
- Proven leadership and team building skills
- Detail-oriented, multi-tasking and problem-solving skills
- Excellent interpersonal communication and writing skills
- Charter school teaching or leadership experience preferred
- Bilingual preferred

COUNSELOR

The Counselor addresses the needs of all students by facilitating their academic, personal/social, and career development as well as helping create a positive and safe learning experience. At the same time, the Counselor assists students as they face issues and resolve problems that prevent their healthy development. The counseling support is delivered through the following components: Guidance Curriculum, Individual Planning, Responsive Services, Referral, Consultation, and Collaboration.

The Counselor's primary role is to support students with any barriers hindering their progress as they work towards completing their high school diploma. The Counselor collaborates and consults with teachers and other school personnel in providing them with strategic support and resources that contribute to the student's success.

Responsibilities

- Provide counseling and mentoring for students struggling with social and emotional problems
- Work with school personnel and community agencies to provide support services to behaviors that interfere with school success
- Reinforce executive functioning skills, such as but not limited to communication and social skills, problem solving, anger management, self-regulation, optimism, and resilience
- Enhance understanding and acceptance of diverse cultures and backgrounds
- Provide referrals to community support services
- Cultivate relationships with community organizations
- Respond to crises by providing direct services and coordination with appropriate community services
- Record progress and information in the student information database

Qualifications

- Bachelor's Degree
- Demonstrated ability to work well in a team
- Charter school teaching or counseling experience preferred
- Bilingual preferred

MATH CURRICULUM COORDINATOR

The Math Curriculum Coordinator wholeheartedly believes in and is passionate about the mission and commitments of Teach schools and exhibits this through supporting the Principal with student & parent relations, managing classified staff, supporting instruction, successfully implementing testing and school operations.

Responsibilities

- Collaborate and participate in classroom “Learning Walks” and observations.
- Assist with facilitation of staff meetings.
- Collaborate with the Principal on the design and delivery of PD.
- Directly teach and co-teach any assigned math classes.
- Attend IEP meetings
- Provide instructional coaching to math teachers
- Evaluate math instructional program and testing data and lead action plans to increase achievement
- Coordinate internal math assessment including MAP, SBAC and other Math assessments.
- Establish and maintain a positive, safe and college-going school culture
- Supervise the consistent and fair administration of school policies regarding student conduct and discipline
- Support teachers to create and sustain classroom management systems that ensure a focus on learning and student success;
- Act as a school leader in the development and implementation of student supports and interventions
- Regular attendance, dependability and punctuality in conformance with the standards are essential to the successful performance of this position.

Qualifications

- Bachelor’s Degree
- Extensive experience in math curriculum, teacher coaching
- Experience with Student Parent Support Services
- Demonstrated ability to work well in a team as well as in a supervisory role
- Minimum 5 years working in a school setting and managerial experience
- Charter school teaching and administrative experience preferred
- Bilingual Preferred
- Ability to set priorities and manage multiple projects simultaneously while meeting customer expectations.
- Strong customer service orientation, responding to customer needs in a timely manner
- Analytical and problem-solving skills.
- Strong oral and writing skills.
- Ability to learn quickly.
- Flexibility to adapt to constantly changing environments.
- Passion for improving urban public education and a willingness to make a long-term commitment to K-12 education

ELA CURRICULUM COORDINATOR

The ELA Curriculum Coordinator wholeheartedly believes in and is passionate about the mission and commitments of Teach schools and exhibits this through supporting the Principal with student & parent relations, managing classified staff, supporting instruction, successfully implementing testing and school operations.

Responsibilities

- Collaborate and participate in classroom “Learning Walks” and observations.
- Assist with facilitation of staff meetings.
- Collaborate with the Principal on the design and delivery of PD.
- Directly teach and co-teach any assigned math classes.
- Attend IEP meetings
- Provide instructional coaching to math teachers
- Evaluate math instructional program and testing data and lead action plans to increase achievement
- Coordinate internal math assessment including the MAP, SBAC and other ELA assessments.
- Establish and maintain a positive, safe and college-going school culture
- Supervise the consistent and fair administration of school policies regarding student conduct and discipline
- Support teachers to create and sustain classroom management systems that ensure a focus on learning and student success;
- Act as a school leader in the development and implementation of student supports and interventions
- Regular attendance, dependability and punctuality in conformance with the standards are essential to the successful performance of this position.

Qualifications

- Bachelor’s Degree
- Extensive experience in ELA curriculum, teacher coaching
- Experience with Student Parent Support Services
- Demonstrated ability to work well in a team as well as in a supervisory role
- Minimum 5 years working in a school setting and managerial experience
- Charter school teaching and administrative experience preferred
- Bilingual Preferred

EL Coordinator

Under the direction of the Principal, the EL coordinator works with classroom teachers to implement the ELA/ELD Framework for California Public Schools. The EL Coordinator coordinates support and related services for English Learners by following established policies, procedures, and mandated regulations.

Responsibilities:

- Coordinate academic plan for Language Reclassification
- Oversee the collection of all student data, to ensure student progress and history is available to all concerned parties.
- Act as a partner with classroom teacher in meeting the identified academic needs of the student; contributing ideas and observations
- Monitor and maintain documentation of student progress
- Collaborate with English Learner teacher on supplemental lesson plans and evaluate student progress
- Perform ongoing monitoring of students and record progress in the student information system (SIS).
- Participate in staff development and in-service training programs as assigned.
- Learn new methods, procedures, and strategies sin working with students within the English Learner program
- Provide necessary documentation as required by the State Department of Education and District level reporting
- Perform other related duties as assigned.
- Highly organized
- Knowledge and skills for working with English Learner students and English Learners with special needs
- Effective communication skills
- Knowledge of ELD Standards
- Ability to speak Spanish
- Ability to translate school-related written correspondence from English to Spanish
- Ability to work collaboratively with Spanish-speaking parents
- Ability to communicate so others will be able to clearly understand a basic conversation in both English and Spanish
- Ability to provide remedial instruction in reading, writing, and language to pupils experiencing difficulty in subject areas; science, history, language, and reading.
- Ability to demonstrate knowledge, expertise, and understanding for the needs of the students within the English Learner Program
- Ability to work with students toward the goal of Language Reclassification
- Ability to work collaboratively with staff, students, and parents
- Ability to facilitate collaborative meetings
- Ability to perform the essential responsibilities and work tasks of the position

Qualifications

- Bachelor's Degree
- Demonstrated ability to work well in a team as well as in a supervisory role
- Minimum 5 years working in a school setting and managerial experience
- Charter school teaching and administrative experience preferred
- Bilingual (Spanish)

Dean of Students

As directed by the Principal, the Dean of Students (Dean) creates and maintains an orderly and safe school environment conducive to effective learning. The Dean will help develop disciplinary policy and be responsible for the implementation of same. The Dean is also responsible for the safety and security of the school campus, students and staff. This will include, but not be limited to, attendance management, emergency planning, security and radio systems, and special events supervision. The Dean cultivates effective relationships with students, parents, and staff.

Responsibilities

- Plan, organize and direct assigned programs, services and activities related to student services, discipline, student guidance and attendance programs.
- Assist in the coordination of campus safety functions and disciplinary actions to meet student needs and assure smooth and efficient school activities.
- Assist in the administration of school site discipline policies and safety programs. Assist in developing and administering disciplinary procedures in accordance with established TEACH Public Schools policies and State laws and regulations.
- Coordinate communications and information related to student services, discipline and attendance between teachers, administrators, students and parents.
- Assist in the development and implementation of in-service training activities concerning student discipline and behavior management functions.
- Assist in the planning, development and implementation of school's program of attendance procedures; monitor, evaluate and adjust policies and activities to enhance daily student attendance.
- Conduct post suspension conferences with students to assist students in understanding behavior expectations and making better decisions in the future.
- Conduct pro-active conferences with students about resolving possible conflicts and/or behavior issues.
- Assist in the coordination of campus security operations and direct activities of related personnel.
- Supervise student extracurricular and other special events and activities.
- Communicate with administrators, personnel and outside agencies to exchange information, coordinate activities and programs and resolve issues or concerns; oversee and participate in preparing and distributing a variety of correspondence and informational materials.
- Other duties as assigned.
- Knowledge of effective student attendance programs and activities.
- Knowledge of effective discipline techniques/procedures.
- Knowledge of Education Codes/Penal Codes.
- Knowledge of SART/SARB process.
- Knowledge of the growth, development and learning styles of high school age students.
- Knowledge of student discipline techniques.
- Knowledge of technology including computers, audio-visual, hardware, software, etc.
- Ability to relate well with the students, staff, and parents of a multi-cultural school.

- Knowledge of Student Information System.

Qualifications

- Bachelor's Degree
- Demonstrated ability to work well in a team
- Charter school teaching or student services experience preferred
- Bilingual Preferred

Teachers

At TAT the teacher's job is to ensure that all students learn the basic and essential skills in each subject at each grade level. Teachers are hired by an interview panel composed of CEO/ED, Superintendent of Schools, Principal and other school personnel.

Responsibilities

Instructional Practice

- Plans and implements a program of instruction that adheres to the TAT philosophy, goals and objectives as outlined in the Charter School Petition.
- Ensures the implementation of classes which focus on interdisciplinary, project-based learning culminating in "capstone" exhibitions with CA Standards-aligned curriculum.
- Integrates technology and service-learning into instruction.
- Makes purposeful and appropriate lesson plans that provide for effective teaching strategies and maximize time on task.
- Plans and implements a program of study designed to meet individual needs of students.
- Creates a classroom environment conducive to learning by employing a variety of appropriate teaching strategies, which include strategies learned at the Insight Education, Culturally Relevant & Responsive Education, Thinking Maps, and Reading Edge Trainings.
- Encourage student enthusiasm for the learning process and the development of good study habits.
- Maintains appropriate records for students-cums, grading, portfolios, and files.
- Provides progress and interim reports as required.
- Administers all assessments as prescribed by TAT' curricular programs.
- Prepares substitute folder containing appropriate information as required by the Principal.
- Plans and prescribes purposeful assignments for paraprofessionals, tutors and volunteers as needed.
- Recognizes learning problems and makes referrals as appropriate.
- Demonstrates a strong grasp of subject matter.
- Uses effective oral and written expression.
- Other duties as assigned by the Principal, Superintendent of Schools, or the CEO/ED.

Curriculum Development

- Keeps current in subject matter knowledge and learning theory and is willing to share this knowledge for continual improvement of the school's curriculum.
- Assists on the ongoing curriculum revision process, including the revision of written pacing schedules.
- Becomes acquainted with supplemental services beneficial to students as an extension of regular classroom activities.

Classroom/School-Wide Management

- Develops, in accordance with TAT guidelines, reasonable rules of classroom behavior and appropriate techniques that are consistently applied.
- Takes necessary and reasonable precautions to protect students, equipment, materials and facilities.
- Shares responsibility during the school day for the supervision of students in all areas of the school.
- Provides for the supervision of assigned students when circumstances require a brief absence from the assignment.

Public Relations

- Upholds and enforces TAT Board policy, administrative procedures, and school rules and regulations, and is supportive of them to the public.
- Maintains appropriate work habits, including regular and punctual attendance and appropriate use of conference and planning time.
- Participates and accepts responsibilities of a team member.
- Strives to communicate the positive aspects of our school program to the public in word and deed.
- Works cooperatively with parents to strengthen the educational program for their children.
- Serves as a resource for and provides assistance and information to parents and other stakeholders
- Establishes and maintains cooperative relationships with other staff members.
- Actively participates in the decision-making process by supporting additional school functions.

Professional Growth

- Continues professional growth through attendance at workshops, seminars, conferences, and/or advanced course work at institutions of higher learning.
- Maintains membership in appropriate professional organizations.
- Cooperates with the administration in planning appropriate in-service training programs at a school or at the district level.
- Attends staff, department, and committee meetings as required.

Student Evaluation

- Evaluates accomplishments of students on a regular basis using multiple assessment methods such as teacher made tests, samples of students' work, mastery skills check lists, criterion- referenced tests and norm-referenced tests.
- Makes appropriate adjustments in the instructional program and as required by the Principal.
- Respects the confidentiality of records and information regarding students, parents, and teachers in accordance with accepted professional ethics, and state and federal laws.

Qualifications

- Bachelor's Degree and appropriate credential for the position, BCLAD preferred
- Charter school teaching experience preferred
- Bilingual Preferred

Office Manager

Supervise any office technicians and manage the office. Perform a variety of complex and diverse clerical duties involving independent judgment and action within an assigned office and requiring in-depth knowledge of the function served; assist in assuring smooth and efficient office operations. The Office Manager performs a variety of clerical support duties requiring an understanding of the operations, procedures and functions of an assigned office. Incumbents receive only occasional instruction or assistance.

Responsibilities

- Supervise and office technicians and manage the office.
- Perform a variety of complex and diverse clerical duties involving independent judgment and action within an assigned office and requiring in-depth knowledge of the function served; assist in assuring smooth and efficient office operations.
- Compose correspondence independently or from oral instructions; type letters, reports, memoranda, contracts, legal documents, agendas, records, requisitions and other materials from straight copy, rough drafts or oral instructions; review, proofread and verify accuracy and completeness of documents; maintain confidentiality of sensitive and privileged information.
- Serve as receptionist and answer telephones; take and relay messages as appropriate; direct calls to appropriate personnel; respond to inquiries and provide information related to office programs, schedules, activities, policies and procedures; receive, greet and assist visitors; resolve issues as appropriate.
- Maintain and process information related to assigned operational records; input information into computerized database and generate a variety of reports and lists; assure the timely distribution of a variety of records and reports; request or provide information as necessary; prepare graphic presentations and charts as assigned. Inventory, order, receive, store and distribute office and departmental supplies,

materials and equipment; follow-up with vendors concerning missing or incorrect orders; tabulate, duplicate and forward invoices to appropriate departments.

- Operate a variety of office equipment including a fax machine, copier and a computer and assigned software.
- Perform related duties as assigned.

Qualifications

- Any combination equivalent to: graduation from high school and two years of clerical experience involving frequent public contact.
- Demonstrated ability to work well in a team
- Charter school office administration experience preferred
- Bilingual Preferred

Campus Aides

Performs a variety of duties associated with the supervision of students on campus: to maintain order and prevent vandalism, theft, and litter; to assist in the prevention of unauthorized visitors and activities on campus; and to perform other job-related duties as required by principal.

Responsibilities:

- Develops appropriate interpersonal relationships with students in order to earn their respect and cooperation in following directions and school rules.
- Assists in supervising student activity areas during the break and lunch periods.
- Assists in general supervision of the campus as directed by the principal.
- Communicates and enforces school policies and procedure regarding student behavior.
- Performs related duties as assigned.

Qualifications

- High School Diploma
- Demonstrated ability to work well in a team
- Charter school work experience preferred
- Bilingual Preferred

Office Technician

Under the direction of an assigned supervisor, perform a variety of complex and diverse clerical duties involving independent judgment and action within an assigned office and requiring in-depth knowledge of the function served; assist in assuring smooth and efficient office operations. The Office Technician performs a variety of clerical support duties requiring an understanding of the operations, procedures and functions of an assigned office. Incumbents receive only occasional instruction or assistance.

Responsibilities

- Perform a variety of complex and diverse clerical duties involving independent judgment and action within an assigned office and requiring in-depth knowledge of the function served; assist in assuring smooth and efficient office operations.
- Compose correspondence independently or from oral instructions; type letters, reports, memoranda, contracts, legal documents, agendas, records, requisitions and other materials from straight copy, rough drafts or oral instructions; review, proofread and verify accuracy and completeness of documents; maintain confidentiality of sensitive and privileged information.
- Serve as receptionist and answer telephones; take and relay messages as appropriate; direct calls to appropriate personnel; respond to inquiries and provide information related to office programs, schedules, activities, policies and procedures; receive, greet and assist visitors; resolve issues as appropriate.
- Maintain and process information related to assigned operational records; input information into computerized database and generate a variety of reports and lists; assure the timely distribution of a variety of records and reports; request or provide information as necessary; prepare graphic presentations and charts as assigned. Inventory, order, receive, store and distribute office and departmental supplies, materials and equipment; follow-up with vendors concerning missing or incorrect orders; tabulate, duplicate and forward invoices to appropriate departments.
- Operate a variety of office equipment including a fax machine, copier and a computer and assigned software.
- Perform related duties as assigned.

Qualifications

- Any combination equivalent to: graduation from high school and two years of clerical experience involving frequent public contact.
- Demonstrated ability to work well in a team
- Charter school work experience preferred
- Bilingual Preferred

Resource Specialist

The Resource Specialist establishes a culture of high expectations that includes the shared belief that every student will attend college. The Resource Specialist identifies the needs and specific goals and objectives of each child's IEP, administers academic diagnostic tests, instructs students with IEPs for the purpose of developing appropriate academic and interpersonal skills, maintains knowledge of current regulations pertaining to special education, and participates in Student Study Team meetings and follow up plans as needed.

Responsibilities

- Consult and articulate with faculty and parents via meetings, phone and email regarding the needs and progress of students

- Create and maintain notifications, records, files, and reports as required by federal, state and SELPA regulations
- Collaborate with faculty to ensure that students modifications and accommodations are being appropriately implemented in the general education classroom
- Utilize up-to-date educational research to plan, prepare, and implement lesson plans that incorporate a variety of instructional strategies and differentiate teaching based on the diverse and individual needs of all students
- Model and teach the values of TEACH Public Schools
- Implement classroom management techniques to create a nurturing, safe, and structured learning classroom environment
- Maintain high expectations for students' academic achievement and conduct
- Develop and administer a variety of assessments to measure students' growth towards goals and monitor student mastery of the content standards
- Make data-driven instructional decisions by analyzing informal and formal student assessment results
- Participate actively in all professional development sessions
- Build positive and trusting relationships with students, families, and community members
- Communicate and collaborate professionally with teammates, parents, and the school community
- Strive to exceed standards on California Standards of Teaching Profession

Qualifications

- Bachelor's degree; Master's degree preferred
- Valid Special Education Credential (Mild/Moderate) or strong desire to obtain one through an intern program
- 2+ years working with students with special needs in an educational setting
- Knowledge of child cognitive development and different learning styles
- Ability and willingness to implement students' IEPs
- Ability and willingness to reflect and improve instructional practices
- Flexibility and ability to adapt to changing conditions; ability and good judgment to take initiative to modify activities
- Ability to collaborate with general education and special education colleagues, parents and community
- Ability to work with an ethnically and economically diverse student body
- Strong written and verbal communication skills
- Special Education experience
- Charter school work experience preferred
- Bilingual Preferred

Teacher Assistant

Under supervision, the Teacher Assistant performs a variety of instructional and routine clerical duties related to the program. The Teacher Assistant assist teachers with certain instructional

and routine clerical tasks which are non-instructional in nature. Incumbents perform their tasks with initiative and independent judgment within a limited number of standardized procedures. Teacher Assistants may be required to work with more than one teacher and/or in more than one classroom.

Responsibilities

- Prepare bulletin boards, charts, labels and displays as instructed.
- Individually tutor students and administer make up tests as instructed.
- Operate modern office equipment, computers and related software.
- Under direction, notify parents of absences and meetings, orally or in writing.
- Perform related duties consistent with the scope and intent of the position.

Qualifications

- Completion of two (2) years of higher education study (48 semester units or 72 quarter units) or Possession of an Associate’s degree or higher degree
- Demonstrated ability to work well in a team
- Charter school work experience preferred
- Bilingual Preferred

ELEMENT 6 – HEALTH AND SAFETY PROCEDURES

“The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237.” (Ed. Code § 47605(b)(5)(F).)

HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN

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

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

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

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person’s employment if employed after the beginning of the school year, in accordance with the requirements of AB 1432 (2014).

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

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

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

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

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

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

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

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

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

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

Charter School shall comply with all federal and state legal requirements, including but not limited to the requirements of SB 277 (2015), related to student immunization, health examination, and health screening, 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 student immunization, health examination, and health screening records on file.

SAFE PLACE TO LEARN ACT

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

SUICIDE PREVENTION POLICY

If Charter School serves students in grades 7-12, Charter School shall comply with the requirements of AB 2246 (2016), codified in Education Code section 215, including but not limited to the requirement that the school's pupil suicide prevention policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. Charter School shall provide the CSD with a copy of its pupil suicide prevention policy for review upon request.

CUSTODIAN OF RECORDS

In accordance with California Department of Justice requirements, the Superintendent of Schools serves as TAT's Custodian of Records.

STUDENT HEALTH AND WELLNESS

TAT is committed to providing a school environment that promotes students' health, well-being and ability to learn by supporting healthy eating and physical activity. All students have opportunities, support, and encouragement to be physically active on a regular basis, including at least 200 minutes every 10 days of Physical Education. Over the past few years, TAT has expanded the physical activities offered to our students to include track and field. We also have a school workout gym available for student access after school.

Health, fitness, eating right and making good life choices are discussed in PE through conversations. To address the important topics of drug use, suicide prevention and sexual health to appropriate grade levels pursuant to the California Healthy Youth Act (Education Code Section 51930, *et. seq.*), we take time in our Advisory classes to address these concerns and topics connected with our pillars. We also hold assemblies to address these topics through presentations from special guests.

TAT participates in appropriate and available school meal programs in accordance with the Healthy and Hunger-Free Kids Act (HHFKA) of 2010, including the School Breakfast Program, National School Lunch Program, After School Snack Program and the Child and Adult Care Food Program (CACFP) or also known as After School Supper Program. The Charter School shall provide each needy student, as defined in Education Code Section 49552, with one nutritionally adequate free or reduced-price meal, as defined in Education Code Section 49553(a), during each school day. Food and beverages served at the Charter School meets the nutrition recommendations of the U.S. Dietary Guidelines for Americans. TAT provides nutrition education and physical education that fosters lifelong habits of healthy eating and physical activity. Finally, The Charter School will stock at least 50% of its restrooms with feminine hygiene products, and shall not charge students for these products, pursuant to Education Code Section 35292.6.

SCHOOL SAFETY PLAN

“In accordance to AB1747, effective January 1, 2019, provide an assurance that the school will develop a comprehensive school safety plan with input from classified employees of the charter school, a fire department and other first responders entities and that the school safety plan shall include procedures for conducting tactical responses to criminal incidents, including procedures related to persons with guns on school campuses and at school-related functions.”

The Charter School shall adopt a School Safety Plan, to be reviewed and updated by March 1 of every year, which shall include identifying appropriate strategies and programs that will provide or maintain a high level of school safety and address the Charter School’s procedures for complying with applicable laws related to school safety, including the development of all of the following pursuant to Education Code Section 32282(a)(2)(A)-(H):

- child abuse reporting procedures
- routine and emergency disaster procedures
- policies for students who committed an act under Section 48915 and other Charter School-designated serious acts leading to suspension, expulsion, or mandatory expulsion recommendations
- procedures to notify teachers of dangerous students pursuant to Education Code Section 49079
- a discrimination and harassment policy consistent with Education Code Section 200
- provisions of any schoolwide dress code that prohibits students from wearing “gang-related apparel,” if applicable
- procedures for safe ingress and egress of pupils, parents, and employees to and from the Charter School
- a safe and orderly environment conducive to learning
- the rules and procedures on Charter School discipline
- procedures for conducting tactical responses to criminal incidents.

ELEMENT 7 – MEANS TO ACHIEVE RACIAL AND ETHNIC BALANCE

“The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” (Ed. Code § 47605(b)(5)(G).)

COURT-ORDERED INTEGRATION

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

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

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

TAT is proud of our diverse enrollment, with 36% African American students and 61% Hispanic/Latino. We continue to make every effort to recruit students of various racial and ethnic groups in order to achieve a balance reflective of the general population residing within the territorial jurisdiction of LAUSD, though we note that our community has a much higher percentage of African Americans and a lower percentage of Hispanic/Latino families than across the larger District. TAT conducts orientation meetings prior to the opening of each school year to inform interested parents and students about what the school has to offer. Outreach meetings are held at the school site and other locations throughout the community. Identified targeted outreach includes:

- St. Eugene Church
- Park Windsor Baptist Church
- First New Christian Fellowship Baptist
- Grace Church of the Nazarene
- Church of the Brethren Imperial Heights

- St. Francis X. Cabrina Church
- Live Oak Baptist Church
- Bethel A.M.E. Church
- Future 1st After School Program
- Jesse Owens Park
- Jesse Owens Community Building
- Darby Park
- St. Andrews Recreation Center
- Lennox Park
- Weingart YMCA Wellness & Aquatic Center Community Build Inc.
- El Shaddai Enterprises Multiservice Family Center Inc.
- Community Centers, Inc.

As detailed in Element 1, TAT also partners with a number of organizations throughout the community on programs for our students such as Hope Street, Constitutional Rights Foundation, MALDEF and more; these relationships also help to notify the community about TAT and the opportunity to enroll in our Charter School.

Open houses and school tours are conducted monthly during open enrollment as well.

TAT has promotional and informational material (i.e. a school brochure, flyers, a website, and advertisements for local media) that is easily transmittable to all of the various racial and ethnic groups represented in the district. Promotional and informational materials is distributed in a variety of community settings to a broad range of community groups, agencies, neighborhood youth organizations, social service providers, churches, grocery stores, public libraries, and legislators that serve the various racial, ethnic, and interest groups represented in the district. Materials in languages other than English, such as Spanish, are distributed in order to reach the limited English proficient populations that exist in the area.

Should the language base of the community change in the future and become more diversified we would accommodate additional language needs for outreach purposes. Interested students are subjected to the admission procedures detailed in Element 8.

TAT maintains an accurate accounting of the ethnic and racial balance of students enrolled in the school. TAT also documents the efforts made to achieve racial and ethnic balance in accordance with the charter petition and standards of charter legislation.

Meeting	Location	Date
Meeting with Parents and community	TAT	December through March monthly (Recruitment efforts are secured and aligned to budgets, hiring of staff, etc.)

Outreach to local elementary schools	Local elementary schools	January, February, March: Review posted available dates and provide flyers, information and presence.
Community Organizations	Neighboring organization: <ul style="list-style-type: none"> • Local Libraries • Parks & Rec programs • After-School programs • Organizations including faith-based organizations • Local Businesses including laundromats, health clinics, shops, restaurants 	January, February, March: Review posted available dates and provide flyers, information and presence.
Residents within the 90047 zip code surrounding the school location	Mailings, door-to-door contacts (canvassing)	January, February, March: Review posted available dates and provide flyers, information and presence.

ELEMENT 8 – ADMISSION REQUIREMENTS

“Admission requirements, if applicable.” (Ed. Code § 47605(b)(5)(H).)

DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

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

HOMELESS AND FOSTER YOUTH

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

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

NON-DISCRIMINATION

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

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

ADMISSION REQUIREMENTS

TAT is an open enrollment, tuition-free public school with no specific requirements for admission (e.g., minimum grade point average, test scores, discipline records, etc.). Enrollment to the Charter School shall be open to any resident of the State of California. TAT admits all pupils who wish to attend TAT to the extent that space allows. CA Ed. Code § 47605(d)(2)(A).

As detailed in Element 7, TAT conducts broad and targeted recruitment in the surrounding community, which includes recruiting students who are socioeconomically disadvantaged, have a history of low academic performance, or are students with disabilities. As evidenced by our current enrollment, the majority of our students are socioeconomically disadvantaged and a significant percent arrive at TAT below grade level – in some cases by many grade levels – in academic achievement.

Lottery Application Forms are accepted during a publicly advertised open enrollment period (mid- November to early March). An explanation of the enrollment process and the rules to be followed during the lottery are available during the open enrollment period on our web site in English and Spanish and in the office (and additional languages if needed). The process is also verbally explained to any families who calls, or hands in their paper Lottery Application forms in-person. Parent can also apply on-line.

Following the open enrollment period each year, and after accounting for existing students who are guaranteed enrollment in the following school year, applications shall be counted to determine whether Charter School has received more applications than availability. If the number of students applying for enrollment exceeds the Charter School's capacity, admission shall be determined by random public drawing (lottery).

Public notice is posted at the Charter School location, Charter School web site and on distributed informational flyers regarding the application deadline and the date, time and location of the public drawing (in mid-April, depending on the timing of spring break each year), encouraging people to attend (time to be a weekday evening to maximize attendance; the location is at the Charter School site). If the lottery cannot reasonably be held at the TAT site (or one of our sister school sites), it is held in a large community center, church, auditorium, or any public venue capable of seating all applicants comfortably. Parents are notified on the Lottery Application Form of the date and time of the public drawing (approximately two weeks after the application deadline), and invited to attend, though parent attendance at the lottery is not be required in order to secure enrollment for a student. TAT includes details on the school website and in promotional materials about the enrollment timeline, rules, and procedures to be followed during the open enrollment and lottery processes.

Consistent with our existing TEACH Schools, students who are currently enrolled are exempt from the lottery. Preference is given first to siblings of enrolled students, in order to help families by keeping their children in the same school; and second to residents of the District, as required by LAUSD policy. No other exemptions or preferences shall be given.⁵⁸

The lottery procedure is monitored by a representative of the Board of Directors to ensure fair and accurate implementation. As names are pulled by the CEO/ED or Principal, students are assigned a number corresponding to the number of enrollment slots. Once the Charter School is drawn to capacity, applications continue to be drawn for position on a wait list. Students who are not granted admission for that school year remain on the waiting list until the end of the school year for which the lottery was conducted unless otherwise requested by the parent to be taken off. Students must reapply for the following year.

ENROLLMENT PROCESS

Within two weeks of the lottery, families are notified in writing via mail by the Principal (or their designee) of their enrollment status (offered enrollment or placement on waiting list). Each student offered a space is required to complete an enrollment packet within two weeks of receiving the letter indicating that a spot is available for the student. The Charter School holds a Pre-Enrollment informational session after the lottery and before the registration date to supply additional information and to assist families in filling out forms.

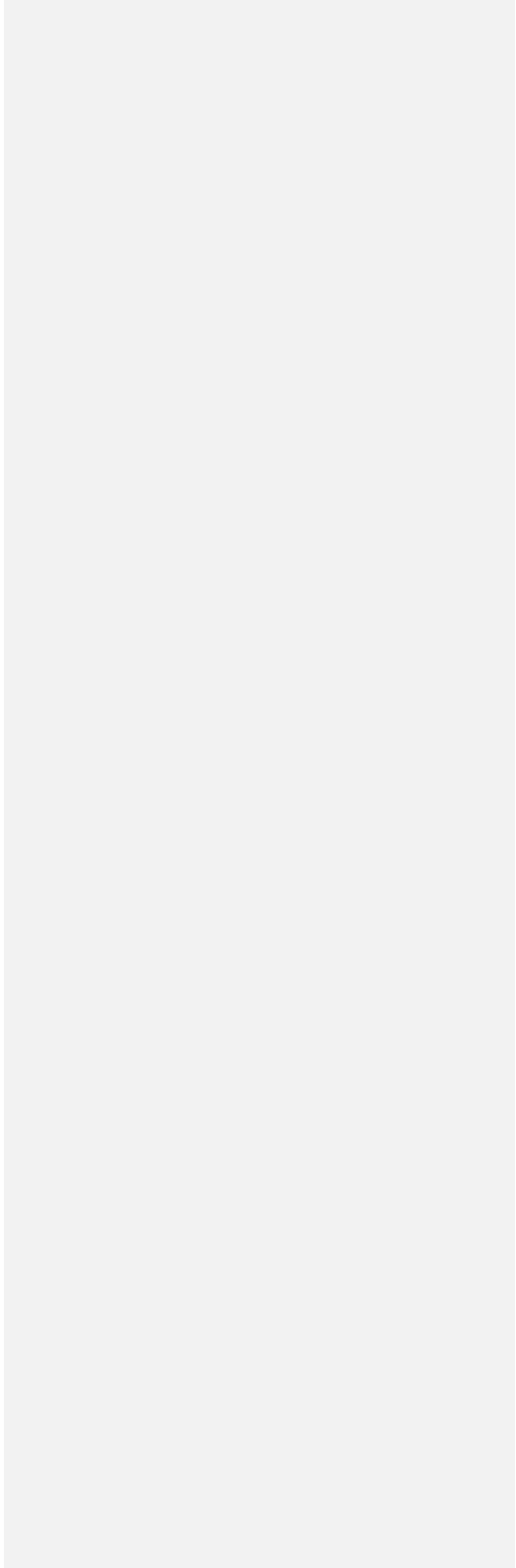
The enrollment packet is comprised of the following:

- Completion of a student enrollment form
- Proof of Immunizations
- Home Language Survey
- Completion of Emergency Medical Information Form

The waiting list includes contact information of the families not admitted through the lottery. If a position opens during the course of the year, the TAT Office Manager contacts the family of the student on the top of the waiting list by phone or email to offer their student admission to the Charter School. If a family is notified by phone or email prior to August 1st, the family has ten (10) days to confirm enrollment by returning a completed enrollment packet. If a student is notified after August 1st, they have 72 hours to confirm enrollment via phone call or email, and submit an application by mail or email to the Office Manager. Should the family decline the position, the next family on the list is contacted until the open position is filled.

A copy of all enrollment forms, waiting lists and lottery results are kept on file in the TAT administrative office and are readily available for inspection by District representatives.

⁵⁸ During any period of discretionary grant funding from the U.S. Department of Education, TAT will comply with the Charter Schools Program Non-Regulatory Guidance (CSP NRG) regarding lotteries. In the event any provisions included here are deemed to conflict with the CSP NRG, the Charter School will modify its lottery procedures to ensure compliance and eligibility for federal funding.



TEACH ACADEMY OF TECHNOLOGIES CHARTER RENEWAL PETITION

71

ELEMENT 9 – ANNUAL FINANCIAL AUDITS

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

Charter School shall provide for an annual audit that shall be conducted in compliance with applicable state and federal laws, including but not limited to the requirements of Education Code sections 47605(b)(5)(l) and 41020 as they may be amended from time to time. Charter School shall ensure compliance with the requirements of section 41020(f)(2), which makes it unlawful, absent an Education Audits Appeal Panel waiver, for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner, having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous years.

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

- a. Provisional Budget – Spring prior to operating fiscal year
 - b. Final Budget – July of the budget fiscal year
 - c. First Interim Projections – November of operating fiscal year
 - d. Second Interim Projections – February of operating fiscal year
 - e. Unaudited Actuals – July following the end of the fiscal year
 - f. Audited Actuals – December 15 following the end of the fiscal year
 - g. Classification Report – monthly according to Charter School’s Calendar
 - h. Statistical Report – monthly according to Charter School’s Calendar of Reports
- In addition:
- P1, first week of January
 - P2, first week of April
- i. Instructional Calendar – annually five weeks prior to first day of instruction
 - j. Other reports as requested by the District

ANNUAL AUDIT PROCEDURES

Each fiscal year an independent auditor conducts an audit of the financial affairs of TAT to verify the accuracy of the Charter School’s financial statements, attendance and enrollment accounting practices, and internal controls.

Procedures:

- The Board of Directors appoints an Audit Committee by January 1 of each year.
- The Audit Committee may include persons who are not members of the TEACH Inc., Governing Board, but may not include any TAT staff, including the CEO/ED. In addition,

any person with expenditure authorization or recording responsibilities within the organization may not serve on the committee.

- The Audit Committee is responsible for contracting with an audit firm from the State Controller’s list of approved charter school auditors by March 1 of each year, unless the existing contract is a multi-year contract. The COO/CFO is responsible for working with the auditor to complete the audit.
- The Audit Committee is responsible for reviewing the results of the annual audit and developing a corrective action plan to address all relevant weaknesses noted by the auditor.
- The Board of Directors reviews and approves the audit no later than December 15.
- The COO/CFO is responsible for submitting the audit to all reporting agencies no later than December 15.

The audit committee reviews any audit exceptions or deficiencies and report recommendations on resolution to the Board of Directors. The Board reports to LAUSD regarding how exceptions and deficiencies have been or will be resolved. It is understood that exceptions and deficiencies will be resolved to the satisfaction of LAUSD.

ELEMENT 10 – SUSPENSION AND EXPULSION PROCEDURES

“The procedures by which pupils can be suspended or expelled from the charter school” Ed. Code § 47605(b)(5)(J).

GENERAL PROVISIONS

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

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

Charter School shall ensure that its staff is knowledgeable about and complies with the District’s Discipline Foundation Policy and/or current equivalent policy, as required by the Modified Consent Decree. Charter School shall comply with the terms of the School Discipline Policy and School Climate Bill of Rights resolution adopted by the LAUSD Board of Education on May 6, 2013.

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

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

STUDENTS WITH DISABILITIES

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

In the case of a student who has an Individualized Education Program (“IEP”), or a student who has a Section 504 Plan, Charter School shall ensure that it follows correct disciplinary procedures to comply with the mandates of state and federal laws, including IDEA and section

504 of the Rehabilitation Plan of 1973. As set forth in the MOU regarding special education between the District and Charter School, an IEP team will meet to conduct a manifestation determination and to discuss alternative placement utilizing the District's Special Education Policies and Procedures Manual. Prior to recommending expulsion for a student with a Section 504 Plan, Charter School's administrator will convene a Link Determination meeting to ask the following two questions:

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

NOTIFICATION OF THE DISTRICT

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

- Completed "Notification of Charter School Expulsion" [form available from the CSD website or office], including attachments as required on the form
- Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that Charter School's policies and procedures were followed
- Copy of parental notice of expulsion hearing
- Copy of expulsion notice provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment
- If the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA 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 Section 504 Plan?

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

OUTCOME DATA

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

REHABILITATION PLANS

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

READMISSION

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

REINSTATEMENT

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

GUN-FREE SCHOOLS ACT

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

SCHOOL CLIMATE AND STUDENT DISCIPLINE SYSTEM

Students learn best in an environment where there are clear expectations about behavior, and when the culture of the school values and respects all stakeholders. As detailed in Element 1, TAT is committed to educating the “whole child,” including a comprehensive character education program, the Essence of Commitment and Overcoming Obstacles. The principles of this program form the foundation for expected behaviors and conduct for all members of the school community and are the basis of our school culture. TAT adheres to a positive behavior philosophy consistent with the District’s Discipline Foundation Policy, with modeling and reinforcement of positive behavior and lifestyle choices.

TAT implements a system of Positive Behavior Interventions & Supports (“PBIS”) to improve school climate, increase student engagement, and improve academic outcomes for all students. Teachers, principals, and Charter School staff explicitly teach the skills students need. All staff are trained in how to create a safe, respectful and responsible environment at school during professional development in the summer and throughout the school year. The collective goal is to create an atmosphere where high expectations are set for student behavior and thinking. The ultimate goal is to build positive relationships with students and to expand upon these relationships to enhance the safe, and progressive atmosphere of mutual respect and harmony. TEACH administrators work with all staff to use restorative justice practices that reduce conflict, minimize strife, and repair damage by returning to order when harm has occurred.

The key elements of restorative justice are accountability and responsibility. The overarching goals of restorative justice are to decrease suspensions, improve attendance, increase academic development, and create and maintain a healthy, safe school climate. This in turn fosters an environment of care, and addresses undesired conduct in an inclusive manner that fosters order and strengthens relationships. At TAT, restorative justice practices are used to build community and restore relationships when harm has occurred. Restorative justice practices are used to support and compliment PBIS and other current school climate initiatives to positively impact school culture, discipline, and academic needs.

In order to maintain a positive learning environment, TAT implements a comprehensive set of student discipline policies. The TAT student discipline policy and procedures for suspension and expulsion include positive behavioral interventions. TAT focuses on a positive school climate consistent with the District’s School Climate Bill of Rights resolution. TAT’s discipline and involuntary disenrollment policies are distributed in the Charter School’s student handbook and describe the Charter School’s expectations regarding mutual respect, safety, personal responsibility, work habits, attendance, and more. Each family receives a copy of these policies and is required to verify that they have reviewed them with their children at the time of enrollment or at the beginning of the school year.

The discipline policy is not discriminatory or arbitrary; teachers and staff receive comprehensive training on our policies and procedures to ensure consistent and fair implementation (see section on Professional Development in Element 1). The process follows general principles of

due process. Students sign agreements related to their understanding of and responsibility to the standards set forth in the discipline policy within the handbook. Students who do not live up to their responsibilities and who violate the school rules may expect some consequences for their behavior, such as:

- Warning
- Loss of Privileges
- Notices to parents by telephone or letter
- Referral to the administrator
- Request for parent conference
- In-school suspension
- Suspension
- Expulsion

In addition to a positive schoolwide behavior system, through our Multi-Tiered System of Supports (MTSS) program, our SST utilizes a number of behavioral interventions to promote the types of behaviors that will allow our students to be successful throughout their high school years and beyond. The SST leads efforts to support individual students' needs and provide differentiated behavioral support for students who need it. This includes identifying the students who are in the most need of behavioral support (based on classroom behavior data and teacher input) and implementing behavior monitoring and coordinated behavior plans, including target goals, behavior trackers, and frequent communication with parents. For extreme cases, the Charter School will take a problem-solving approach, developing contracts with students and families which include reinforcements for success and consequences for continuing problems. Additionally, the Charter School employs a well-qualified full-time Social Worker/Counselor to support our students' social-emotional needs and advise our staff on how best to meet our students' social-emotional needs as well.

There are a variety of other alternatives to suspension that are also used on a case-by-case basis, such as:

- Alternative programming, such as student schedule changes
- Appropriate in-school alternatives in which students receive academic tutoring and behavior coaching to help them learn skills for more positive behaviors moving forward
- Parent meetings to confer and develop appropriate behavior interventions to support the student and inform different decision-making in the future
- Targeted support for students with attendance-related concerns

In creating the TAT discipline policy, the Charter School has reviewed Education Code Section 48900 *et seq.* which describes the non-charter schools' list of offenses and procedures to establish its list of offenses and procedures for suspensions and expulsions. The language that follows closely mirrors the language of Education Code Section 48900 *et seq.* The Charter School is committed to annual review of policies and procedures surrounding suspensions and expulsions and, as necessary, modification of the lists of offenses for which students are subject

to suspension or expulsion; modifications will be discussed with LAUSD's CSD staff to determine whether a material revision to this charter petition may be required. Student behavior is monitored by the Principal and other administrative team members via data recorded in Power School.

TAT will ensure that the process for investigating incidents requiring disciplinary action will be investigated fairly and thoroughly.

Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of or willfully causing the infliction of physical pain on a student. For purposes of the Policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to school property.

For students who are truant, tardy, or otherwise absent from assigned school activities, alternatives to suspension or expulsion are implemented, as listed above.

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

GROUNDS FOR SUSPENSION AND EXPULSION OF STUDENTS

A student may be suspended or expelled for prohibited misconduct if the act is related to school activity or Charter School attendance that occurs at any time including, but not limited to:

- While on Charter School grounds.
- While going to or coming from Charter School.
- While using Charter School-owned computers and servers.
- During the lunch period whether on or off the campus.
- During, or while going to or coming from, a Charter School-sponsored activity.

ENUMERATED OFFENSES

Non-Discretionary Suspension/Expulsion Offenses: In accordance with California Education Code § 48915, the following reasons shall constitute mandatory grounds for immediate suspension and recommended expulsion:

- Possessed, sold, or otherwise furnished any firearm, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Superintendent or designee's concurrence.
- Brandishing a knife at another person.
- Unlawfully selling a controlled substance listed in Health and Safety Code Section 11053, *et seq.*
- Committing or attempting to commit a sexual assault or committing a sexual battery, as defined in Education Code Section 48900(n)

If it is determined by the Administrative Panel that a student has brought a firearm or destructive device, as defined in Section 921 of Title 18 of the United States Code, on to campus or to have possessed a firearm or dangerous device on campus, the student shall be expelled for one year, pursuant to the Federal Gun Free Schools Act of 1994. In such instances, the pupil shall be provided due process rights of notice and a hearing as required in this policy.

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

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

DISCRETIONARY SUSPENSION/EXPULSION OFFENSES

Students *may* be suspended and may be recommended for expulsion for any of the following acts when it is determined the pupil:

- a) Caused, attempted to cause, or threatened to cause physical injury to another person.
- b) Willfully used force or violence upon the person of another, except self-defense.
- c) Unlawfully possessed, used, or otherwise furnished, or was under the influence of any controlled substance, as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage, or intoxicant of any kind.
- d) Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code Sections 11053-11058, alcoholic beverage or intoxicant of

any kind, and then sold, delivered or otherwise furnished to any person another liquid substance or material and represented same as controlled substance, alcoholic beverage or intoxicant.

- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property, which includes, but is not limited to, electronic files and databases.
- g) Stole or attempted to steal school property or private property, which includes, but is not limited to, electronic files and databases.
- h) Possessed or used tobacco or products containing tobacco or nicotine products, including but not limited to cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets and betel. This section does not prohibit the use of his or her own prescription products by a pupil.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code Section 11014.5.
- k) Knowingly received stolen school property or private property, which includes, but is not limited to, electronic files and databases.
- l) Possessed an imitation firearm, i.e.: a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm.
- m) Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness.
- n) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- o) Engaged in, or attempted to engage in hazing. For the purposes of this subdivision, "hazing" means a method of initiation or pre-initiation into a pupil organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective pupil. For purposes of this section, "hazing" does not include athletic events or school sanctioned events.
- p) Made terroristic threats against school officials and/or school property, which includes, but is not limited to, electronic files and databases. For purposes of this section, "terroristic threat" shall include any statement, whether written or oral, by a person who willfully threatens to commit a crime which will result in death, great bodily injury to another person, or property damage in excess of one thousand dollars (\$1,000), with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out, which, on its face and under the circumstances in which it is made, is so unequivocal, unconditional, immediate, and specific as to convey to the person threatened, a gravity of purpose and an immediate prospect of execution of the threat, and thereby causes that person reasonably to be in sustained fear for his or her own safety or for his or her immediate family's safety, or for the protection of

school property, which includes, but is not limited to, electronic files and databases, or the personal property of the person threatened or his or her immediate family.

- q) Committed sexual harassment, as defined in Education Code Section 212.5. For the purposes of this section, the conduct described in Section 212.5 must be considered by a reasonable person of the same gender as the complaining witness to be sufficiently severe or pervasive to have a negative impact upon the individual's academic performance or to create an intimidating, hostile, or offensive educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- r) Caused, attempted to cause, threatened to cause or participated in an act of hate violence, as defined in subdivision (e) of Section 233 of the Education Code. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- s) Intentionally harassed, threatened or intimidated school personnel or volunteers and/or a student or group of students to the extent of having the actual and reasonably expected effect of materially disrupting class work, creating substantial disorder and invading the rights of either school personnel or volunteers and/or student(s) by creating an intimidating or hostile educational environment. This section shall apply to pupils in any of grades 4 to 12, inclusive.
- t) Engaged in an act of bullying, including, but not limited to, bullying committed by means of an electronic act.
 - 1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a student or group of students which would be deemed hate violence or harassment, threats, or intimidation, which are directed toward one or more students that has or can be reasonably predicted to have the effect of one or more of the following:
 - i Placing a reasonable student (defined as a student, including, but is not limited to, a student with exceptional needs, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with exceptional needs) or students in fear of harm to that student's or those students' person or property.
 - ii Causing a reasonable student to experience a substantially detrimental effect on his or her physical or mental health.
 - iii Causing a reasonable student to experience substantial interference with his or her academic performance.
 - iv Causing a reasonable student to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by the Charter School.
 - 2) "Electronic Act" means the creation or transmission originated on or off the school site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication, including, but not limited to, any of the following:
 - i A message, text, sound, video, or image.
 - ii A post on a social network Internet Web site including, but not limited to:

- a) Posting to or creating a burn page. A “burn page” means an Internet Web site created for the purpose of having one or more of the effects as listed in subparagraph (1) above.
 - b) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in subparagraph (1) above. “Credible impersonation” means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - c) Creating a false profile for the purpose of having one or more of the effects listed in subparagraph (1) above. “False profile” means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- iii An act of cyber sexual bullying.
- a) For purposes of this clause, “cyber sexual bullying” means the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording by a pupil to another pupil or to school personnel by means of an electronic act that has or can be reasonably predicted to have one or more of the effects described in subparagraphs (i) to (iv), inclusive, of paragraph (1). A photograph or other visual recording, as described above, shall include the depiction of a nude, semi-nude, or sexually explicit photograph or other visual recording of a minor where the minor is identifiable from the photograph, visual recording, or other electronic act.
 - b) For purposes of this clause, “cyber sexual bullying” does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.
- 3) Notwithstanding subparagraphs (1) and (2) above, an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- v) A pupil who aids or abets, as defined in Section 31 of the Penal Code, the infliction or attempted infliction of physical injury to another person may be subject to suspension, but not expulsion, except that a pupil who has been adjudged by a juvenile court to have committed, as an aider and abettor, a crime of physical violence in which the complaining witness suffered great bodily injury or serious bodily injury shall be subject to discipline pursuant to subdivision (a)-(b).
 - w) Possessed, sold, or otherwise furnished any knife unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the Principal or designee’s concurrence.

RECOMMENDATIONS FOR EXPULSION

Students are recommended for expulsion if the Superintendent of Schools finds that one of the reasons for expulsion has occurred and at least one of the following findings is substantiated:

- Other means of correction are not feasible or have repeatedly failed to bring about proper conduct.
- Due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others.

IN-SCHOOL SUSPENSION

In-school suspensions follow the same policies and procedures (including all notice requirements) as out-of-school suspensions, as described below, but are given as an alternative to out of school suspensions and are held in the Principal's office or other location designated by the Principal. Parents will be notified and invited to a conference, consistent with the suspension procedures detailed below for out-of-school suspensions. Information will be provided to the parent/guardian as described under the "Notice to Parents/Guardians" section below under Suspension Procedures.

The determination to issue an in-school suspension (as opposed to an out-of-school suspension) is made by the Principal, based on the context of the situation and consideration of the health and safety of other students and staff. During in-school suspensions, teachers provide the students with assignments to complete by the end of the school day. If the student has questions about the assignments, the teachers provide support. During the day of the suspension, the students' teachers address behaviors that may have contributed to the students' in-school suspension. In addition to completing assigned work, the student is required to complete a reflection addressing why the behavior occurred and what can be done in the future to ensure that the offense is not repeated. All in-school suspensions will be supervised by a credentialed teacher. The length of an in-school suspension for students shall not exceed a period of 5 consecutive school days per suspension. The total number of days for which a student, including students with a 504 Plan, may be suspended from school (including out-of-school and in-school suspensions) shall not exceed 20 school days. Students with an IEP shall not be suspended for more than 10 school days in any school year. Students who receive any support(s) will continue to receive all support(s) during the duration of their in-school suspension.

OUT-OF-SCHOOL SUSPENSION

A student may receive an out-of-school suspension if it is determined that the student's presence would be a danger to others at school and their removal from school is necessary.

SUSPENSION PROCEDURES

Suspensions (whether in-school or out-of-school) shall be initiated according to the following procedures:

CONFERENCE

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

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

At the conference, the pupil shall be informed of the reason for the disciplinary action and the evidence against him or her and shall be given the opportunity to present his or her version and evidence in his or her defense, in accordance with Education Code Section 47605(b)(5)(J)(i). This conference shall be held within two (2) school days, unless the pupil or his/her parent/guardian waives this right or is physically unable to attend for any reason including, but not limited to, incarceration or hospitalization. No penalties may be imposed on a pupil for failure of the pupil’s parent or guardian to attend a conference with school administration. Reinstatement of the suspended pupil shall not be contingent upon attendance by the pupil’s parent or guardian at the conference.

The process for investigating incidents and collecting evidence will be fair and thorough.

NOTICE TO PARENTS/GUARDIANS

At the time of suspension, the Principal or Assistant Principal shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing by the Principal or Assistant Principal of the suspension and the date of return following suspension. This notice shall state the specific offense(s) committed by the student. In addition, the notice also states the date and time when the student may return to school. If the Principal or Assistant Principal wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice will request that the parent/guardian respond to such requests without delay. The notice shall also identify the student and his/her parent/guardian’s rights to appeal the suspension, which are outlined below.

LENGTH OF SUSPENSION

The length of suspension for students shall not exceed a period of 5 consecutive school days per suspension, unless an expulsion is recommended. Upon recommendation of expulsion by the Superintendent of Schools, the student and his/her parent/guardian or representative will be

invited to a second conference to determine if the suspension for the pupil should be extended pending an expulsion hearing. In such instances when the Charter School has determined a suspension period shall be extended, such extension shall be made only after a conference is held with the pupil or the pupil's parents, unless the pupil and the pupil's parents fail to attend the conference.

The total number of days for which a pupil may be suspended from school shall not exceed a total of 20 school days in any school year, unless a pupil enrolls in or is transferred to another regular school, in which case the total number of schooldays for which the pupil may be suspended shall not exceed 30 days in any school year. Students with an IEP shall not be suspended for more than 10 school days in any school year. During suspensions, teachers provide the students with assignments and assessments to complete by the end of the duration of the suspension. If the student has questions about the assignments, the teacher provides support.

EXPULSION PROCEDURES

AUTHORITY TO EXPEL

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

A student may be expelled by the neutral and impartial Administrative Panel appointed by the TEACH Board of Directors following a hearing before the Administrative Panel, preceded by a recommendation of the Superintendent of Schools. The Administrative Panel shall consist of at least three members who are certificated and neither a teacher of the pupil nor a member of the Charter School Board of Directors. The Administrative Panel shall be presided over by a designated neutral hearing chairperson. The Administrative Panel may expel any student found to have committed an expellable offense.

EXPULSION HEARING

Students recommended for expulsion by the Superintendent of Schools are entitled to a hearing to determine whether or not the student should be expelled. Unless postponed for good cause, the hearing is held within 30 days from the date the Superintendent of Schools determines that the student has committed an expellable offense.

The Superintendent of Schools prepares a written notice of the hearing, which is emailed and mailed, within 48 hours of the request for the hearing, and it is forwarded to the student and the student's parents/guardians at least ten (10) calendar days before the date of the hearing. Upon mailing the notice, it shall be deemed served upon the pupil. This notice includes:

- The date and place of the expulsion hearing
- A statement of the specific facts, charge(s) and offense(s) upon which the proposed expulsion is based
- A copy of the Charter School's disciplinary rules that relate to the alleged violation
- The opportunity for the student and/or the student's parents/guardians to appear in person at the hearing
- The availability of reasonable accommodations and/or language support
- The opportunity for the student to be represented by counsel or other non-attorney advocate
- The right to inspect and obtain copies of all documents to be used at the hearing
- The opportunity to confront and question all witnesses who testify at the hearing
- The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf including witnesses

The hearing is presided over by an Administrative Panel. The hearing shall be held in closed session (complying with all pupil confidentiality rules under FERPA) unless the pupil makes a written request for a public hearing in open session three (3) days prior to the date of the scheduled hearing.

A Facts and Findings document that includes dates, times, incidences, people present, and an objective anecdotal record of the events are prepared by the Superintendent of Schools to summarize the evidence adduced at the hearing.

The decision of the Administrative Panel shall be in the form of written findings of fact and a determination regarding the expulsion. If the Administrative Panel decides not to expel, the pupil shall immediately be returned to his/her educational program.

SPECIAL PROCEDURES FOR EXPULSION HEARINGS INVOLVING SEXUAL ASSAULT OR BATTERY OFFENSES

The Charter School may, upon finding a good cause, determine that the disclosure of either the identity of the witness or the testimony of that witness at the hearing, or both, would subject the witness to an unreasonable risk of psychological or physical harm. Upon this determination, the testimony of the witness may be presented at the hearing in the form of sworn declarations which shall be examined only by the Administrative Panel copies of these sworn declarations, edited to delete the name and identity of the witness, shall be made available to the pupil.

1. The complaining witness in any sexual assault or battery case must be provided with a copy of the applicable disciplinary rules and advised of his/her right to (a) receive five days' notice of his/her scheduled testimony, (b) have up to two (2) adult support persons of his/her choosing present in the hearing at the time he/she testifies, which may include a parent, guardian, or legal counsel, and (c) elect to have the hearing closed while testifying.

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

represented by a parent, legal counsel, or other support person. Reputation or opinion evidence regarding the sexual behavior of the complaining witness is not admissible for any purpose.

RECORD OF HEARING

A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

PRESENTATION OF EVIDENCE

While technical rules of evidence do not apply to expulsion hearings, evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. A determination by the Administrative Panel to expel must be supported by substantial evidence presented at the hearing that the student committed an expellable offense.

Findings of fact shall be based solely on the evidence at the hearing. While hearsay evidence is admissible, no decision to expel shall be based solely on hearsay and sworn declarations may be admitted as testimony from witnesses of whom the Administrative Panel, or Governing Board on appeal, determines that disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm.

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

If the Administrative Panel decides not to recommend expulsion, the pupil shall immediately be returned to his/her educational program at the Charter School.

WRITTEN NOTICE TO EXPEL

Following a decision of the Administrative Panel to expel, within three (3) school days after the expulsion hearing, the Superintendent of Schools shall send written notice of the decision to expel, including the Administrative Panel's adopted findings of fact, to the student and his/her parent/guardian. This notice shall also include the following:

1. Notice of the specific offense(s) committed by the student
2. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the Charter School.
3. Notice of appeal rights and procedures
4. Information about alternative placement options

5. The reinstatement eligibility review date
6. The type of educational placement during the period of expulsion
7. The availability of reasonable accommodations and/or language support

The Superintendent of Schools shall send a copy of the written notice of the decision to expel to the education office for the student's district of residence and to LAUSD as required by any operative DRL or other District-specific requirements.

SUSPENSION/EXPULSION APPEAL RIGHTS AND PROCEDURES

A suspended student and his/her parent/guardian may submit a suspension appeal to the Superintendent of Schools within ten (10) business days of the notice of suspension. The Superintendent of Schools shall review the written appeal and make a final determination of whether the student committed the offense(s) serving as the basis of the suspension and then submit his/her written determination to the student's parents/guardians within three (3) business days of considering the appeal. Following due consideration of the facts and safety of students, a decision by the Superintendent of Schools regarding student suspension is considered final.

The expelled student and his/her parent/guardian will have the right to appeal the Panel's decision to expel the student to the TEACH Board of Directors within five (5) school days of notification of the Panel's decision. The parent/guardian must submit an appeal request in writing to Board of Directors, along with any additional evidence that the parent/guardian wishes to submit to the Board. The TEACH Board will hold a hearing to review and vote on the appeal within ten (10) school days of receipt of the request for appeal. The Board's final decision shall be delivered within three (3) days of the decision, by the most expedient means of communication identified by the parent/guardian or student at the hearing (telephone, e-mail, etc.) and shall also be delivered, in writing, by certified mail. The Board's decision will be final. Expulsion causes the student to be terminated from enrollment at TEACH for the entire term of the expulsion.

The pupil and parent(s)/guardian(s) of the pupil may attend the appeal hearing and present evidence and documents in support of pupil's appeal. The pupil and parent/guardian shall be provided reasonable accommodations and language supports, as necessary. The Board of Directors shall consider the testimony and evidence presented at the hearing.

The Board of Directors shall consider information presented by the pupil/parents on appeal. The decision of the Board of Directors shall be final. The pupil and his/her parent(s)/guardian(s) are notified of the Board of Directors' decision, in writing, within three (3) school days of the date the appeal hearing was held. In the event that the Board of Directors reverses the expulsion, the pupil shall be immediately reinstated.

For a student who is not reinstated upon appeal, the family shall be sent written notification by the Superintendent of Schools, within 24 hours of such decision, including specific reasons why reinstatement was denied, and shall be given a new eligibility review date.

The decision of the neutral and impartial TAT Board of Directors is final. A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made.

EXPELLED PUPILS/ALTERNATIVE EDUCATION

ELEMENT 11 – EMPLOYEE RETIREMENT SYSTEMS

“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.” (Ed. Code § 47605(b)(5)(K).)

Charter School shall comply in a timely manner with all applicable federal and state laws and regulations, as they may change from time to time, including but not limited to Internal Revenue Code section 414(d) and related regulations, governing Charter School’s participation in, and/or coverage of its staff members by, the State Teachers’ Retirement System (CalSTRS), the Public Employees’ Retirement System (CalPERS), and/or federal social security.

If Charter School participates in, or otherwise covers its staff members by enrolling or continuing their enrollment in, a “government plan” governed by section 414(d) (e.g., CalPERS), upon dissolution or final liquidation of Charter School, and/or its nonprofit public benefit corporation, notwithstanding any provision in Element 15 to the contrary, Charter School shall distribute its net assets in accordance with section 414(d), related regulations, and the government plan’s requirements.

If Charter School participates in CalSTRS and/or CalPERS, Charter School shall continue such participation for the duration of Charter School’s existence under the same CDS code, if mandated by applicable legal and retirement plan requirements.

TAT makes participation in State Teachers’ Retirement System (STRS) available to teachers and a 403b available to classified persons working at the school. TAT makes any contribution that is legally required of the employer, including social security, and unemployment insurance. All withholdings from employees and the Charter School are forwarded to the STRS fund as required. The Charter School shall continue participation in STRS for the duration of Charter School’s existence under the same CDS code.

Staff Retirement Allocations

1. STRS: All certificated personnel including teachers, Principal, and guidance counselor
2. Classified staff are offered a 403b
3. Federal Social Security: Classified staff, Administrative Assistants, Front Desk/Registrar

Responsible Staff Member

The Superintendent of Schools is responsible for ensuring that appropriate arrangements for the aforementioned coverage is made with approval of the Board.

STRS Reporting

TAT submits all retirement data through LACOE and complies with all policies and procedures for payroll reporting. Employees accumulate service credit years in the same manner as all other members of STRS. The Superintendent of Schools shall be solely responsible for ensuring that such retirement coverage is arranged and shall forward any required payroll deductions and related data to LACOE as required by Education Code Section 47611.3.

ELEMENT 12 – PUBLIC SCHOOL ATTENDANCE ALTERNATIVES

“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” (Ed. Code § 47605(b)(5)(L).)

Pupils of Charter School do not have or gain any right to admission in a particular school of any school district, or program of any school district, as a consequence of applying to or enrolling in Charter School, except to the extent that such a right is extended by the school district.

A pupil who chooses not to attend Charter School may attend a public school within the pupil’s school district of residence in accordance with applicable law and that school district’s policies and procedures. The pupil alternatively may seek to enroll in another charter school in accordance with applicable law and the terms of the school’s charter. If LAUSD is the pupil’s school district of residence, an eligible pupil may pursue an inter-district transfer, if available, in accordance with the admission, enrollment, and transfer policies and procedures of the District, as they may change from time to time.

TAT communicates to all prospective and current parents and students that TAT is a school of choice, and parents may choose to send their children to a different school in the area. All parents and students are informed on the Lottery Application Form of their public school attendance alternatives.

ELEMENT 13 – RIGHTS OF DISTRICT EMPLOYEES

“The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” (Ed. Code § 47605(b)(5)(M).)

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

ELEMENT 14 – MANDATORY DISPUTE RESOLUTION

“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.” (Ed. Code § 47605(b)(5)(N).)

GENERAL PROVISIONS

Any claim, controversy or dispute between the District and Charter School arising out of or relating to this Charter, except for any claim, controversy or dispute related to the authorization (non-renewal, revision and/or revocation) of this Charter, (“Dispute”) shall be resolved pursuant to the terms of this Element 14.

Notwithstanding any other provision of law, each party shall bear and be solely responsible for all of its own attorneys’ fees, costs and expenses associated with any Dispute, including, but not limited to, any written/oral communication, meeting, Issues Conference, mediation, arbitration, administrative and/or civil action (including all levels of appeal), and no party shall be ordered to pay, or be awarded, any other party’s attorneys’ fees, costs or expenses in connection therewith, regardless of who may be deemed the prevailing party. Any fees, costs and expenses charged by a mediator or arbitrator (including all associated administration fees, costs and expenses) shall be shared equally by the parties regardless of the outcome or award. To that effect, any order or award of attorneys’ fees, costs and/or expenses, or mediator’s or arbitrator’s fees, costs or expenses (including any associated administration fees, costs and expenses), issued by a mediator, arbitrator, judicial officer (including all levels of appeal) or jury in any Dispute shall be deemed invalid as a matter of law and unenforceable by one party against the other party.

PROPOSITION 39 DISPUTES

Any Dispute related to or arising out of Education Code §47614 and/or its implementing regulations set forth in California Code of Regulations, title 5, section 11969 *et seq.* (“Proposition 39”), shall be resolved in accordance with the procedures set forth below:

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

Unless directed otherwise, all Written Notifications to the District and Charter School shall be addressed respectively as follows:

Director
Charter Schools Division
Los Angeles Unified School District
333 South Beaudry Avenue, 20th Floor
Los Angeles, California 90017

Mr. Raul Carranza, Superintendent of Schools
TEACH Public Schools
10045 S. Western
Los Angeles, CA 90047

- 2) A written response ("Written Response") shall be tendered to the other party within fifteen (15) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been resolved by mutual agreement from the Written Response, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, and conclude within forty (40) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 5) If the mediation is not successful, either party may then initiate a civil action. Venue for any civil action between the parties shall be the Los Angeles County Superior Court.

NON-PROPOSITION 39 DISPUTES

Any Dispute not related to or arising out of Proposition 39 shall be resolved in accordance with the procedures set forth below:

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

Unless directed otherwise all Written Notifications to the District and Charter School shall be addressed respectively as follows:

Director
Charter Schools Division
Los Angeles Unified School District
333 South Beaudry Avenue, 20th Floor
Los Angeles, California 90017

Mr. Raul Carranza, Superintendent of Schools
TEACH Public Schools
10045 S. Western
Los Angeles, CA 90047

- 2) A written response ("Written Response") shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 3) If the Dispute has not been otherwise resolved by mutual agreement, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice ("Issue Conference"). The Issue Conference shall take place within fifteen (15) business days from the date from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.

- 4) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 5) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.

ELEMENT 15 – CHARTER SCHOOL CLOSURE PROCEDURES

“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” (Ed. Code § 47605(b)(5)(O).)

REVOCATION OF THE CHARTER

The District may revoke the Charter pursuant to the provisions set forth in the Charter Schools Act of 1992, as they may be amended from time to time. The District may revoke the Charter of Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:

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

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

Pursuant to 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 Charter School, by the governing board of Charter School must be documented in a “Closure Action”. A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the LAUSD Board of Education and Charter School has exhausted its revocation or non-renewal administrative appeal rights pursuant to Education Code sections 47605(j)(1) and 47607(f), or its administrative appeal rights have lapsed, or the charter school voluntarily closes at any stage of

the administrative appeal process;; the governing board of Charter School votes to close Charter School; or the Charter lapses.

CLOSURE PROCEDURES

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

Designation of Responsible Person(s) and Funding of Closure

Prior to or at the time of the taking of a Closure Action by either the governing board of Charter School or the LAUSD Board of Education, the governing board of Charter School shall designate a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how Charter School will fund, these activities.

Notification of Closure Action

Upon the taking of a Closure Action, Charter School shall send written notice of its closure to:

1. The LAUSD Charter Schools Division (CSD). Charter School shall provide the CSD with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the source, location, and management of the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the CSD with a copy of the governing board resolution or minutes that documents its Closure Action.
2. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the CSD.
3. Los Angeles County Office of Education (LACOE). Charter School shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
4. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.

5. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Los Angeles County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of these notifications and correspondence to the CSD.
6. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the CSD.
7. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.
8. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

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

1. The effective date of the closure of Charter School
2. The name(s) and contact information for the person(s) handling inquiries regarding the closure
3. The students' school districts of residence
4. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

In addition to the four required items above, notification of the CDE shall also include:

1. A description of the circumstances of the closure
2. The location of student and personnel records

In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:

1. Information on how to enroll or transfer the student to an appropriate school
2. A certified packet of student information that includes closure notice, a copy of the student's cumulative record and other records, including but not limited to grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
3. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

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

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

Records Retention and Transfer

Charter School shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:

1. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
2. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.
3. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide

Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.

4. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
5. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
6. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).
7. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee, individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.
8. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
9. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

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

Charter School shall ensure completion of an independent final audit within six months after the closure of Charter School that includes:

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

This audit may serve as Charter School's annual audit if it meets all of the requirements of the annual audit.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not LAUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

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

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

These reports must be submitted to the CDE and the authorizing entity in the form required. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

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

Disposition of Liabilities and Assets

The closeout audit must identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with the District Required Language provisions in Element 11 of this Charter, Charter School's governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of Charter School have been paid or otherwise addressed. Such disposal includes, but is not limited to:

1. Charter School, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.
2. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
3. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
4. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

If Charter School is operated as or by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

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

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

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

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

- a. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.

- b. Make final federal tax payments (employee taxes, etc.)
- c. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including but not limited to final tax returns and forms (e.g., Form 990 and related Schedules).

This Element 15 shall survive the revocation, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

In the event that the school closes, the Superintendent of Schools and the COO/CFO shall serve as the school's closure agents

ADDITIONAL PROVISIONS

FACILITIES

Charter School shall comply with all geographic and site limitations and related requirements set forth in Education Code sections 47605.1, 47602(a), and 47605(a).

District-Owned Facilities

If Charter School is using District facilities as of the date of the submission of this charter petition or takes occupancy of District facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by the District for the use of the District facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.

The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation. For a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process, the term may be co-terminous with the approved Charter, as permitted by law. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the LAUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.

Charter School acknowledges and agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. Charter School shall comply with all District health, safety, and emergency procedures and requirements and shall be subject to inspection by the District's Facilities Services Division, OEHS, and other District offices in the same manner

as other LAUSD campuses. All District facilities (i.e., schools) will remain subject to those laws applicable to public schools.

In the event of an emergency, all District facilities (i.e., schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs. If Charter School will share the use of District facilities with other District user groups, Charter School agrees that it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).

The use agreements provided by the District for District facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:

- **Use:** Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. Separate and apart from its right as authorizer to observe and inspect any part of the charter school at any time pursuant to Education Code 47607(a)(1), the District shall have and reserves the right to inspect District facilities upon reasonable notice to Charter School.
- **Furnishings and Equipment:** The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to Charter School for use. Charter School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.
- **Leasing; Licensing:** Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
- **Programs, Services, and Activities Outside Instructional Program; Third Party Vendors**
 - (i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term "instructional program" is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on "average daily attendance" and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.
 - (ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.

- **Minimum Payments or Charges to be Paid to District Arising From the Facilities:**
 - (i) **Pro Rata Share:** The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and
 - (ii) **Taxes; Assessments:** Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School's legal or equitable interest created by the use agreement.
- **Maintenance & Operations Services:** In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.
 - (i) **Co-Location:** If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.
 - (ii) **Sole Occupant:** If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations and maintenance services for the District facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.
- **Real Property Insurance:** Prior to occupancy, Charter School shall satisfy requirements to participate in LAUSD's property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall **not** have the option of obtaining and maintaining separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

Non-District-Owned Facilities

Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the CSD. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the CSD for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

Facility Compliance: Prior to occupancy or use of any non-District-owned school site and/or facility, Charter School shall ensure that the site and/or facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, and notices issued by any authorized building and safety agency. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and shall promptly provide such documentation to the CSD upon request.

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

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

INSURANCE

Insurance Requirements

No coverage shall be provided to Charter School by the District under any of the District's self-insured programs or commercial insurance policies. Charter School shall secure and maintain, at a minimum, insurance as set forth below with insurance companies acceptable to the District [A.M. Best A-, VII or better] or the equivalent provided through a California Joint Powers Authority self-insurance program to protect Charter School from claims which may arise from

its operations. Each Charter School location shall meet the below insurance requirements individually.

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

The following insurance policies are required:

1. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and 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. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
2. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
3. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
4. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for Charter School funds, supplies, equipment, or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.
5. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
6. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
7. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate

policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.

8. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
9. Excess/Umbrella Liability insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

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

Evidence of Insurance

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

"Charter school shall be required to provide LAUSD with 30 days prior written notice by certified mail, return receipt requested, if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed."

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

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

Hold Harmless/Indemnification Provision

To the fullest extent permitted by law, Charter School does hereby agree, at its own expense, to indemnify, defend and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever, arising out of, or relating to, this Charter agreement. Charter School further agrees to the fullest extent permitted by law, at its own

expense, to indemnify, defend, and hold harmless the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers from and against any and all claims, damages, losses and expenses including but not limited to attorneys' fees, brought by any person or entity whatsoever for claims, damages, losses and expenses arising from or relating to acts or omission of acts committed by Charter School and/or its officers, directors, employees or volunteers. Moreover, Charter School agrees to indemnify, defend and hold harmless "the LAUSD and the Board of Education and their members, officers, directors, agents, representatives, employees and volunteers, for any contractual liability resulting from third party contracts with Charter School's vendors, contractors, partners or sponsors.

FISCAL MATTERS

District Oversight Costs

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

Cash Reserves

Charter School acknowledges that the recommended cash reserve is 5% of expenditures, as provided in section 15450, title 5 of the California Code of Regulations. **Third Party Contracts** Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of, Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including but not limited to licensing and permit requirements as well as requirements related to protection of health and safety.

Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

Student Body Funds

Charter School shall supervise and manage any and all student body funds in a manner consistent with the provisions of Education Code sections 48930-48938. Charter School shall include and address student body funds in its financial reports, and ensure that such funds are included and addressed in Charter School's annual audit as a stand-alone item.

Audit and Inspection of Records

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

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

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

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

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

Fiscal Policies and Procedures

Charter School shall establish, maintain, and implement sound fiscal policies and procedures, including but not limited to internal controls governing all financial and business-related activities.

Apportionment Eligibility for Students Over 19 Years of Age

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

Local Control and Accountability Plan

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a “listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)” of section 47606.5(a). These expenditures shall be “classified using the California School Accounting Manual pursuant to Section 41010.” (Ed. Code § 47606.5(b).)

ADDENDUM

Assurances, Affirmations, and Declarations

[TEACH Academy of Technologies] (also referred to herein as “[TAT]” and “Charter School”) shall:

- Be nonsectarian in its programs, admission policies, employment practices, and all other operations. (California Education Code (hereinafter “Ed. Code”) § 47605(d)(1).)
- Not charge tuition. (Ed. Code § 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. (Ed. Code § 47605(d)(1); Ed. Code § 220.)
- Except as provided in Education Code section 47605(d)(2), admission to a charter school shall not be determined according to the place of residence of the pupil, or of his or her parent or legal guardian, within this state, except that an existing public school converting partially or entirely to a charter school under this part shall adopt and maintain a policy giving admission preference to pupils who reside within the former attendance area of that school. (Ed. Code § 47605(d)(1).)
- Admit all pupils who wish to attend Charter School. (Ed. Code § 47605(d)(2)(A).)
- Except for existing pupils of Charter School, determine attendance by a public random drawing if the number of pupils who wish to attend Charter School exceeds Charter School’s capacity. Preference shall be extended to pupils currently attending Charter School and pupils who reside in the Los Angeles Unified School District (also referred to herein as “LAUSD” and “District”). (Ed. Code § 47605(d)(2)(B).)
- If a pupil is expelled or leaves Charter School without graduating or completing the school year for any reason, Charter School shall notify the superintendent of the school district of the pupil’s last known address within 30 days, and shall, upon request, provide that school district with a copy of the cumulative record of the pupil, including a transcript of grades or report card, and health information. (Ed. Code § 47605(d)(3).)
- Meet all statewide standards and conduct the pupil assessments required pursuant to Education Code sections 60605 and 60851 and any other statewide standards authorized in statute or pupil assessments applicable to pupils in non-charter public schools. (Ed. Code § 47605(c)(1).)
- Consult, on a regular basis, with Charter School’s parents, legal guardians, and teachers regarding the school’s educational programs. (Ed. Code § 47605(c)(2).)

Charter School hereby declares that Charter School, operated as or by its nonprofit public benefit corporation, is and shall be the exclusive public school employer of Charter School’s employees for the purposes of the Educational Employment Relations Act (EERA), Chapter 10.7 (commencing with Section 3540) of Division 4 of Title I of the Government Code. Charter School shall comply with all

provisions of the EERA and shall act independently from LAUSD for collective bargaining purposes. In accordance with the EERA, employees may join and be represented by an organization of their choice for collective bargaining purposes.

NOTE: This Charter contains specific “District Required Language” (DRL), including the *Assurances, Affirmations, and Declarations* section above. The DRL should be highlighted in gray within each Charter element or section. The final section of the Charter provides 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 may exist between any provision contained within the body of the Charter and the DRL contained in the addendum, the provisions of the DRL addendum shall control.

Element 1 – The Educational Program

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

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

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

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

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

ACADEMIC CALENDAR AND SCHEDULES

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

MATHEMATICS PLACEMENT

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

TRANSITIONAL KINDERGARTEN

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

HIGH SCHOOL EXIT EXAMINATION

Charter School shall comply with all applicable requirements of Education Code sections 60850 – 60859, including but not limited to the requirements of sections 60851.6 and 60852.3.

WASC ACCREDITATION

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

ENGLISH LEARNERS

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

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

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

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

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

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

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

STUDENTS WITH DISABILITIES

Federal Law Compliance

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

Special Education Program

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

Prior to LAUSD Board of Education approval of an initial Charter petition, and if a renewing Charter School intends to operate as a “school of the district” for special education services, Charter School shall execute a Memorandum of Understanding (“MOU”) by and between LAUSD and Charter School regarding the provision and funding of special education services consistent with applicable state law and the LAUSD Special Education Local Plan Area (“SELPA”) Local Plan for Special Education and shall be considered a “public school of the District” for purposes of Special Education pursuant to Education Code Section 47641(b). However, Charter School reserves the right to make written verifiable assurances that it may become an independent local educational agency (LEA) and join a SELPA pursuant to Education Code Section 47641 (a) either on its own or with a grouping of charter school LEAs as a consortium following the requirements of Education Code section 56195.3(b).

SELPA Reorganization

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

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 charter schools are made on a regular basis. The requested data must be submitted in the Office of the Independent Monitor's ("OIM") required format in accordance with the OIM's required timelines and as follows:

- End of Year Suspension

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

- Statewide Assessment Data

The standard file including District ID.

- Norm day

District ID, SSIS 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

- All Students enrolled as of December 1 of each school year

District ID, SSIS 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

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

- Monthly SESAC and Suspension data

- Graduation roster from all charter schools with 12th grade students with disabilities

The MCD requires charter schools to implement the District's integrated student information system, which is currently referred to as My Integrated Student Information System (MiSiS). MiSiS is a suite of applications which is designed to capture all District student data. All charter schools are required to utilize MiSiS directly or interface with MiSiS via a web based Application Programming Interface (API) in compliance with the requirements of the MCD and applicable timelines. Upon charter school full utilization of MiSiS either directly or via a web based API, the list of required data above will automatically be captured within MiSiS.

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

“The measurable pupil outcomes identified for use by the charter school. “Pupil outcomes,” for purposes of this part, means the extent to which all pupils of the school demonstrate that they have attained the skills, knowledge, and attitudes specified as goals in the school’s educational program. Pupil outcomes shall include outcomes that address increases in pupil academic achievement both schoolwide and for all groups of pupils served by the charter school, as that term is defined in subparagraph (B) of paragraph (3) of subdivision (a) of Section 47607. The pupil outcomes shall align with the state priorities, as described in subdivision (d) of Section 52060, that apply for the grade levels served, or the nature of the program operated, by the charter school.” (Ed. Code § 47605(b)(5)(B).)

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

MEASURABLE GOALS OF THE EDUCATIONAL PROGRAM

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

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

STANDARDIZED TESTING

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

Element 4 – Governance

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

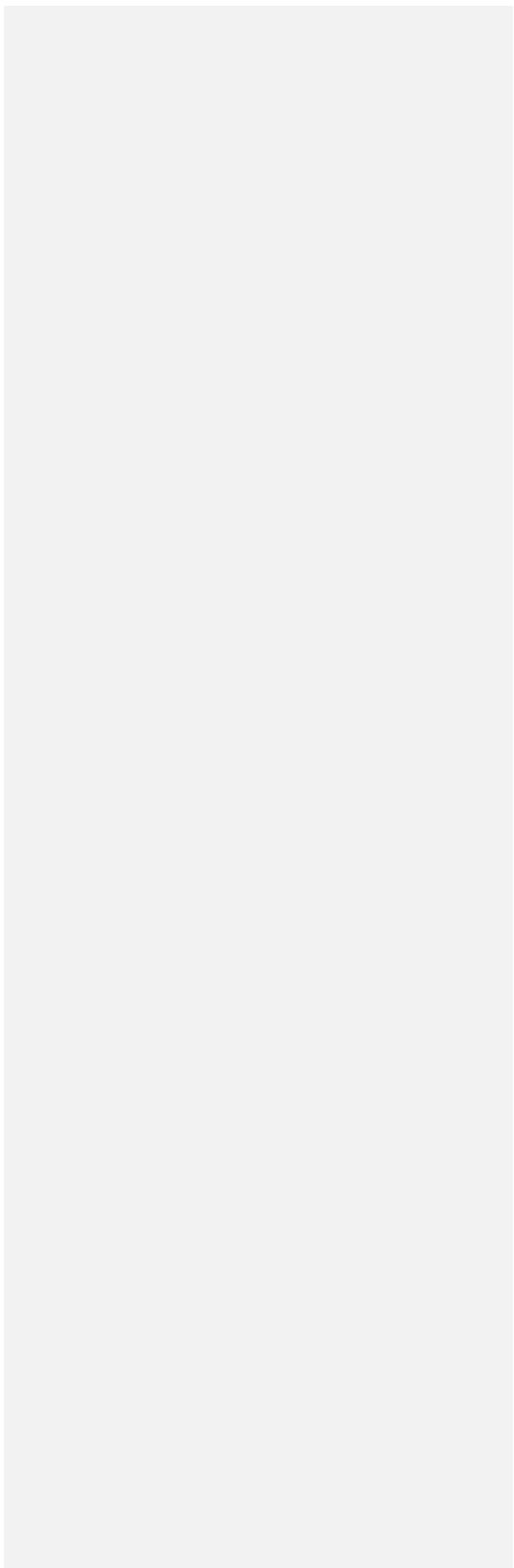
GENERAL PROVISIONS

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

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

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

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



TEACH ACADEMY OF TECHNOLOGIES CHARTER RENEWAL PETITION

124

LEGAL AND POLICY COMPLIANCE

Charter School shall comply with all applicable federal, state, and local laws and regulations, and District policies as it relates to charter schools adopted through Board action .⁵⁹

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

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

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

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

TITLE IX, SECTION 504, AND UNIFORM COMPLAINT PROCEDURES

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

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

Charter School shall adopt and implement specific and continuing procedures for notifying applicants for admission and employment, students and parents of elementary and secondary school students, employees, sources of referral of applicants for admission and employment, and all unions or professional organizations holding collective bargaining or professional agreements with Charter School, that Charter School does not discriminate on the basis of sex or mental or

⁵⁹ The District is in the process of compiling a list of LAUSD policies that apply to its authorized charter schools. The list will be finalized by April 1, 2018. Charter Schools Division staff will annually review District policies and make recommendations to the LAUSD Board of Education on continued application to charter schools.

physical disability in the educational programs or activities which it operates, and that it is required by Title IX and Section 504 not to discriminate on any such basis.

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

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

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

RESPONDING TO INQUIRIES

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

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

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

NOTIFICATION OF THE DISTRICT

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

STUDENT RECORDS

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

PARENT ENGAGEMENT

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

FEDERAL PROGRAM COMPLIANCE

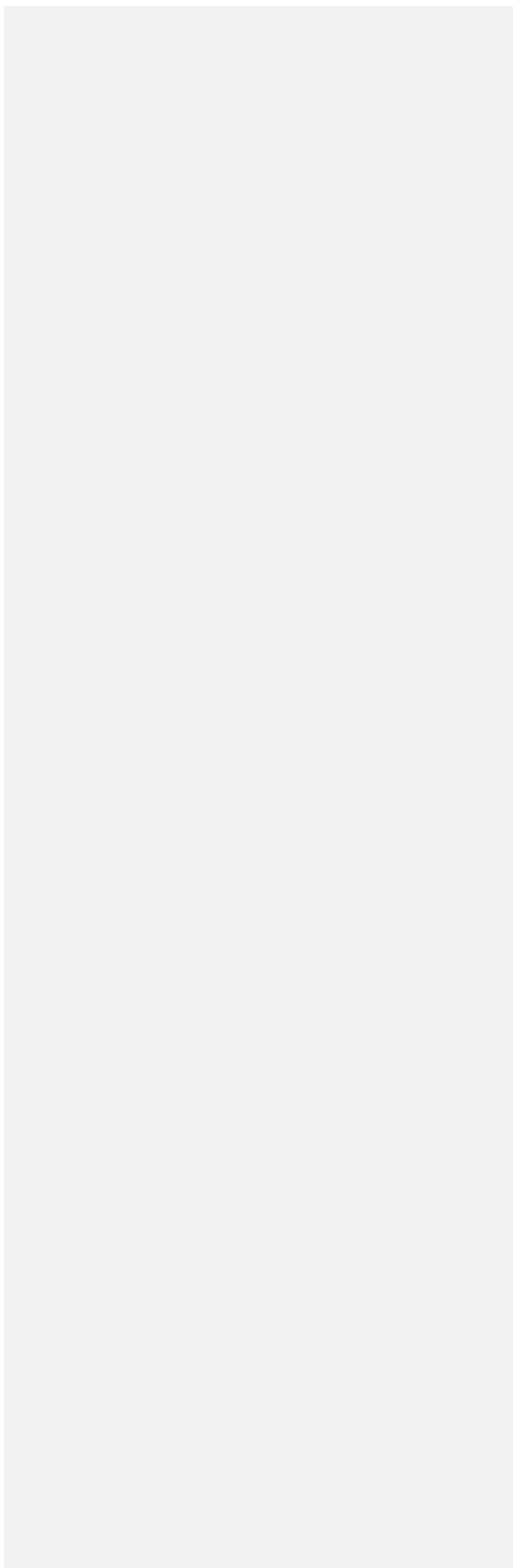
As a recipient of federal funds, Charter School has agreed to meet all applicable programmatic, fiscal and other regulatory requirements of the Elementary and Secondary Education Act (ESEA, also known as Every Student Succeeds Act (ESSA)) and other applicable federal programs. Charter School understands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

Element 5 - Employee Qualifications

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

EQUAL EMPLOYMENT OPPORTUNITY

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



TEACH ACADEMY OF TECHNOLOGIES CHARTER RENEWAL PETITION

128

ESEA/ESSA AND CREDENTIALING REQUIREMENTS

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

Element 6 – Health and Safety Procedures

“The procedures that the charter school will follow to ensure the health and safety of pupils and staff. These procedures shall include the requirement that each employee of the charter school furnish it with a criminal record summary as described in Section 44237.” (Ed. Code § 47605(b)(5)(F).)

HEALTH, SAFETY AND EMERGENCY PREPAREDNESS PLAN

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

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

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

Charter School shall provide all employees, and other persons working on behalf of Charter School who are mandated reporters, with annual training on child abuse detection and reporting, which shall occur within the first six weeks of each school year, or within the first six weeks of a person’s employment if employed after the beginning of the school year, in accordance with the requirements of AB 1432 (2014).

Charter School shall stock and maintain the required number and type of emergency epinephrine auto-injectors onsite and provide training to employee volunteers in the storage and use of the

epinephrine auto-injector as required by Education Code section 49414 and section 4119.2 of the Business and Professions Code, as they may be amended from time to time.

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

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

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

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

CRIMINAL BACKGROUND CLEARANCES AND FINGERPRINTING

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

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

IMMUNIZATION AND HEALTH SCREENING REQUIREMENTS

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

Charter School shall comply with all federal and state legal requirements, including but not limited to the requirements of SB 277 (2015), related to student immunization, health examination, and health screening, 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 student immunization, health examination, and health screening records on file.

SAFE PLACE TO LEARN ACT

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

SUICIDE PREVENTION POLICY

If Charter School serves students in grades 7-12, Charter School shall comply with the requirements of AB 2246 (2016), codified in Education Code section 215, including but not limited to the requirement that the school's pupil suicide prevention policy shall be developed in consultation with school and community stakeholders, school-employed mental health professionals, and suicide prevention experts. Charter School shall provide the CSD with a copy of its pupil suicide prevention policy for review upon request.

Element 7 – Means to Achieve Racial and Ethnic Balance

“The means by which the school will achieve a racial and ethnic balance among its pupils that is reflective of the general population residing within the territorial jurisdiction of the school district to which the charter petition is submitted.” (Ed. Code § 47605(b)(5)(G).)

COURT-ORDERED INTEGRATION

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

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

The District receives neither average daily attendance allocations nor Court-ordered Integration Program cost reimbursements for charter school students. The District may receive the Targeted Instructional Improvement Block Grant (TIIBG) for its Court-ordered Integration Program. The

District retains sole discretion over the allocation of TIIBG funding, where available, and cannot guarantee the availability of this funding.

Element 8 – Admission Requirements

“Admission requirements, if applicable.” (Ed. Code § 47605(b)(5)(H).)

DOCUMENTATION OF ADMISSIONS AND ENROLLMENT PROCESSES

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

HOMELESS AND FOSTER YOUTH

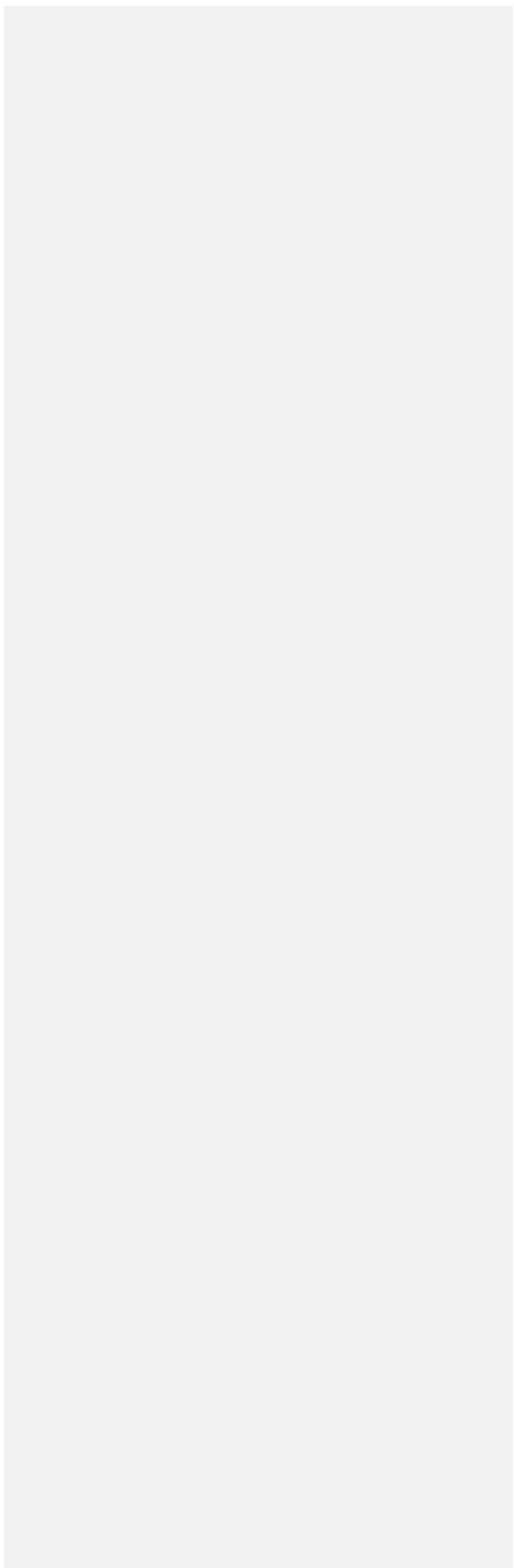
Charter School shall adhere to the provisions of the federal McKinney-Vento Homeless Assistance Act and ensure that each child of a homeless individual and each homeless youth has equal access to the same free, appropriate public education as provided to other children and youths. Charter School shall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

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

NON-DISCRIMINATION

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

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



TEACH ACADEMY OF TECHNOLOGIES CHARTER RENEWAL PETITION

133

Element 9 – Annual Financial Audits

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

Charter School shall provide for an annual audit that shall be conducted in compliance with applicable state and federal laws, including but not limited to the requirements of Education Code sections 47605(b)(5)(I) and 41020 as they may be amended from time to time. Charter School shall ensure compliance with the requirements of section 41020(f)(2), which makes it unlawful, absent an Education Audits Appeal Panel waiver, for a public accounting firm to provide audit services to a local educational agency if the lead audit partner, or coordinating audit partner, having primary responsibility for the audit, or the audit partner responsible for reviewing the audit, has performed audit services for that local educational agency in each of the six previous years.

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

- k. Provisional Budget – Spring prior to operating fiscal year
 - l. Final Budget – July of the budget fiscal year
 - m. First Interim Projections – November of operating fiscal year
 - n. Second Interim Projections – February of operating fiscal year
 - o. Unaudited Actuals – July following the end of the fiscal year
 - p. Audited Actuals – December 15 following the end of the fiscal year
 - q. Classification Report – monthly according to Charter School’s Calendar
 - r. Statistical Report – monthly according to Charter School’s Calendar of Reports
- In addition:
- P1, first week of January
 - P2, first week of April
- s. Instructional Calendar – annually five weeks prior to first day of instruction
 - t. Other reports as requested by the District

Element 10 – Suspension and Expulsion Procedures

“The procedures by which pupils can be suspended or expelled.” (Ed. Code § 47605(b)(5)(J).)

GENERAL PROVISIONS

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

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

Charter School shall ensure that its staff is knowledgeable about and complies with the District's Discipline Foundation Policy and/or current equivalent policy, as required by the Modified Consent Decree. Charter School shall comply with the terms of the School Discipline Policy and School Climate Bill of Rights resolution adopted by the LAUSD Board of Education on May 6, 2013.

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

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

STUDENTS WITH DISABILITIES

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

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

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

NOTIFICATION OF THE DISTRICT

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

- Completed "Notification of Charter School Expulsion" [form available from the CSD website or office], including attachments as required on the form

- Documentation of the expulsion proceeding, including statement of specific facts supporting the expulsion and documentation that Charter School's policies and procedures were followed
- Copy of parental notice of expulsion hearing
- Copy of expulsion notice provided to parent stating reason for expulsion, term of expulsion, rehabilitation plan, reinstatement notice with eligibility date and instructions for providing proof of student's compliance for reinstatement, appeal process, and options for enrollment
- If the student is eligible for Special Education, documentation related to expulsion in compliance with IDEA 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:
 - C. Was the misconduct caused by, or directly and substantially related to the student's disability?
 - D. Was the misconduct a direct result of Charter School's failure to implement Section 504 Plan?

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

OUTCOME DATA

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

REHABILITATION PLANS

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

READMISSION

Charter School's governing board shall adopt rules establishing a procedure for the filing and processing of requests for readmission and the process for the required review of all expelled pupils for readmission. Upon completion of the readmission process, Charter School's governing board

shall readmit the pupil, unless Charter School's governing board makes a finding that the pupil has not met the conditions of the rehabilitation plan or continues to pose a danger to campus safety. A description of the procedure shall be made available to the pupil and the pupil's parent or guardian at the time the expulsion order is entered and the decision of the governing board, including any related findings, must be provided to the pupil and the pupil's parent/guardian within a reasonable time.

REINSTATEMENT

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

GUN-FREE SCHOOLS ACT

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

Element 11 – Employee Retirement Systems

“The manner by which staff members of the charter schools will be covered by the State Teachers’ Retirement System, the Public Employees’ Retirement System, or federal social security.” (Ed. Code § 47605(b)(5)(K).)

Charter School shall comply in a timely manner with all applicable federal and state laws and regulations, as they may change from time to time, including but not limited to Internal Revenue Code section 414(d) and related regulations, governing Charter School's participation in, and/or coverage of its staff members by, the State Teachers' Retirement System (CalSTRS), the Public Employees' Retirement System (CalPERS), and/or federal social security.

If Charter School participates in, or otherwise covers its staff members by enrolling or continuing their enrollment in, a “government plan” governed by section 414(d) (e.g., CalPERS), upon dissolution or final liquidation of Charter School, and/or its nonprofit public benefit corporation, notwithstanding any provision in Element 15 to the contrary, Charter School shall distribute its net assets in accordance with section 414(d), related regulations, and the government plan's requirements.

If Charter School participates in CalSTRS and/or CalPERS, Charter School shall continue such participation for the duration of Charter School's existence under the same CDS code, if mandated by applicable legal and retirement plan requirements.

Element 12 – Public School Attendance Alternatives

“The public school attendance alternatives for pupils residing within the school district who choose not to attend charter schools.” (Ed. Code § 47605(b)(5)(L).)

Pupils of Charter School do not have or gain any right to admission in a particular school of any school district, or program of any school district, as a consequence of applying to or enrolling in Charter School, except to the extent that such a right is extended by the school district.

A pupil who chooses not to attend Charter School may attend a public school within the pupil's school district of residence in accordance with applicable law and that school district's policies and procedures. The pupil alternatively may seek to enroll in another charter school in accordance with applicable law and the terms of the school's charter. If LAUSD is the pupil's school district of residence, an eligible pupil may pursue an inter-district transfer, if available, in accordance with the admission, enrollment, and transfer policies and procedures of the District, as they may change from time to time.

Element 13 – Rights of District Employees

“The rights of an employee of the school district upon leaving the employment of the school district to work in a charter school, and of any rights of return to the school district after employment at a charter school.” (Ed. Code § 47605(b)(5)(M).)

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

Element 14 – Mandatory Dispute Resolution

“The procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.” (Ed. Code § 47605(b)(5)(N).)

GENERAL PROVISIONS

Any claim, controversy or dispute between the District and Charter School arising out of or relating to this Charter, except for any claim, controversy or dispute related to the authorization (non-renewal, revision and/or revocation) of this Charter, (“Dispute”) shall be resolved pursuant to the terms of this Element 14.

Notwithstanding any other provision of law, each party shall bear and be solely responsible for all of its own attorneys' fees, costs and expenses associated with any Dispute, including, but not limited to, any written/oral communication, meeting, Issues Conference, mediation, arbitration, administrative and/or civil action (including all levels of appeal), and no party shall be ordered to pay, or be awarded, any other party's attorneys' fees, costs or expenses in connection therewith,

regardless of who may be deemed the prevailing party. Any fees, costs and expenses charged by a mediator or arbitrator (including all associated administration fees, costs and expenses) shall be shared equally by the parties regardless of the outcome or award. To that effect, any order or award of attorneys' fees, costs and/or expenses, or mediator's or arbitrator's fees, costs or expenses (including any associated administration fees, costs and expenses), issued by a mediator, arbitrator, judicial officer (including all levels of appeal) or jury in any Dispute shall be deemed invalid as a matter of law and unenforceable by one party against the other party.

PROPOSITION 39 DISPUTES

Any Dispute related to or arising out of Education Code §47614 and/or its implementing regulations set forth in California Code of Regulations, title 5, section 11969 *et seq.* ("Proposition 39"), shall be resolved in accordance with the procedures set forth below:

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

Unless directed otherwise, all Written Notifications to the District and Charter School shall be addressed respectively as follows:

Director
Charter Schools Division
Los Angeles Unified School District
333 South Beaudry Avenue, 20th Floor
Los Angeles, California 90017

Director/Principal
[Charter School Name]
[Charter School Address]

- 7) A written response ("Written Response") shall be tendered to the other party within fifteen (15) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.

- 8) If the Dispute has not been resolved by mutual agreement from the Written Response, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 9) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, and conclude within forty (40) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 10) If the mediation is not successful, either party may then initiate a civil action. Venue for any civil action between the parties shall be the Los Angeles County Superior Court.

NON-PROPOSITION 39 DISPUTES

Any Dispute not related to or arising out of Proposition 39 shall be resolved in accordance with the procedures set forth below:

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

Unless directed otherwise all Written Notifications to the District and Charter School shall be addressed respectively as follows:

Director
Charter Schools Division
Los Angeles Unified School District
333 South Beaudry Avenue, 20th Floor
Los Angeles, California 90017

Director/Principal

[Charter School]
[Charter School Address]

- 7) A written response (“Written Response”) shall be tendered to the other party within twenty (20) business days from the date of receipt of the Written Notification or other date as determined by mutual agreement of the parties. The Written Response shall be tendered to the other party by personal delivery, by facsimile or e-mail, or by certified mail. The Written Response shall be deemed received (a) if personally delivered, upon date of delivery to the address of the person to receive such communication if delivered by 5:00 p.m., or otherwise on the business day following personal delivery; (b) if by facsimile or e-mail, upon electronic confirmation of receipt; or (c) if by certified mail, two (2) business days after deposit in the U.S. Mail.
- 8) If the Dispute has not been otherwise resolved by mutual agreement, the parties agree to schedule a conference to discuss the Dispute identified in the Written Notice (“Issue Conference”). The Issue Conference shall take place within fifteen (15) business days from the date from the date on which the Written Response is received by the other party or other date as determined by mutual agreement of the parties.
- 9) If the Dispute has not been resolved by mutual agreement at the Issue Conference, either party may then request that the Dispute be resolved by mediation. Within fifteen (15) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties, the parties shall mutually agree upon the selection of a mediator. If the parties are unable to mutually agree upon the selection of a mediator, the mediator shall be selected from a list of mediators prepared and provided by the American Arbitration Association. Mediation proceedings shall commence within thirty (30) business days of the date of the request for mediation or other date as determined by mutual agreement of the parties. Unless the parties mutually agree otherwise, mediation proceedings shall be administered in accordance with the commercial mediation procedures of the American Arbitration Association.
- 10) If the mediation is not successful, then the parties agree to resolve the Dispute by binding arbitration conducted by a single arbitrator. Unless the parties mutually agree otherwise, arbitration proceedings shall be administered in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitrator must be an active member of the State Bar of California or a retired judge of the state or federal judiciary of California.

Element 15 – Charter School Closure Procedures

“The procedures to be used if the charter school closes. The procedures shall ensure a final audit of the charter school to determine the disposition of all assets and liabilities of the charter school, including plans for disposing of any net assets and for the maintenance and transfer of pupil records.” (Ed. Code § 47605(b)(5)(O).)

REVOCATION OF THE CHARTER

The District may revoke the Charter pursuant to the provisions set forth in the Charter Schools Act of 1992, as they may be amended from time to time. The District may revoke the Charter of Charter School if the District finds, through a showing of substantial evidence, that Charter School did any of the following:

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

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

Pursuant to 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 Charter School, by the governing board of Charter School must be documented in a “Closure Action”. A Closure Action shall be deemed to have been automatically taken when any of the following occur: the Charter is revoked (subject to the provisions of Education Code section 47607(i)) or non-renewed by the LAUSD Board of Education and Charter School has exhausted its revocation or non-renewal administrative appeal rights pursuant to Education Code sections 47605(j)(1) and 47607(f), or its administrative appeal rights have lapsed, or the charter school voluntarily closes at any stage of the administrative appeal process;; the governing board of Charter School votes to close Charter School; or the Charter lapses.

CLOSURE PROCEDURES

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

Designation of Responsible Person(s) and Funding of Closure

Prior to or at the time of the taking of a Closure Action by either the governing board of Charter School or the LAUSD Board of Education, the governing board of Charter School shall designate

a person or persons responsible for conducting and overseeing all closure-related procedures and activities, and allocate sufficient funding for, or otherwise determine how Charter School will fund, these activities.

Notification of Closure Action

Upon the taking of a Closure Action, Charter School shall send written notice of its closure to:

9. The LAUSD Charter Schools Division (CSD). Charter School shall provide the CSD with written notice of (1) the person(s) designated to be responsible for conducting and overseeing all closure activities, and (2) the source, location, and management of the funding for such activities. If the Closure Action is an act of Charter School, Charter School shall provide the CSD with a copy of the governing board resolution or minutes that documents its Closure Action.
10. Parents/guardians of all students, and all majority age and emancipated minor students, currently enrolled in Charter School within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written parent notification to the CSD.
11. Los Angeles County Office of Education (LACOE). Charter School shall send written notification of the Closure Action to LACOE by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
12. The Special Education Local Plan Area (SELPA) in which Charter School participates. Charter School shall send written notification of the Closure Action to the SELPA in which Charter School participates by registered mail within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of this notification to the CSD.
13. The retirement systems in which Charter School's employees participate. Within fourteen (14) calendar days of the Closure Action, Charter School shall notify, as applicable, the State Teachers Retirement System (STRS), Public Employees Retirement System (PERS), the Social Security Administration, and the Los Angeles County Office of Education of the Closure Action, and follow their respective procedures for dissolving contracts and reporting. Charter School shall provide a copy of these notifications and correspondence to the CSD.
14. The California Department of Education (CDE). Charter School shall send written notification of the Closure Action to the CDE by registered mail within 72 hours of the Closure Action. Charter School shall provide a copy of this notification to the CSD.
15. Any school district that may be responsible for providing education services to the former students of Charter School. Charter School shall send written notification of the Closure Action within 72 hours of the Closure Action. This notice must include a list of potentially returning students and their home schools based on student residence. Charter School shall provide a copy of these notifications, if any, to the CSD.

16. All Charter School employees and vendors within 72 hours of the Closure Action. Charter School shall simultaneously provide a copy of the written employee and vendor notification, with any attachments, to the CSD.

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

5. The effective date of the closure of Charter School
6. The name(s) and contact information for the person(s) handling inquiries regarding the closure
7. The students' school districts of residence
8. How parents/guardians of all students, and all majority age and emancipated minor students, may obtain copies of student records and transcripts, including specific information on completed courses and credits that meet graduation requirements

In addition to the four required items above, notification of the CDE shall also include:

3. A description of the circumstances of the closure
4. The location of student and personnel records

In addition to the four required items above, notification of parents/guardians of all students, and all majority age and emancipated minor students, shall also include:

4. Information on how to enroll or transfer the student to an appropriate school
5. A certified packet of student information that includes closure notice, a copy of the student's cumulative record and other records, including but not limited to grade reports, discipline records, immunization records, completed coursework, credits that meet graduation requirements, a transcript, and state testing results
6. Information on student completion of college entrance requirements, for all high school students affected by the closure

Notification of employees and vendors shall include:

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

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

Records Retention and Transfer

Charter School shall comply with all applicable laws as well as District policies and procedures, as they may change from time to time, regarding the transfer and maintenance of Charter School records, including student records. These requirements include:

10. Charter School shall provide the District with all original student cumulative files and behavior records, pursuant to District policy and applicable District handbook(s) regarding cumulative records for secondary and elementary schools, for all students, both active and inactive, of Charter School. Transfer of the complete and organized original student records to the District, in accordance with District procedures applicable at the time of closure, shall occur within seven (7) calendar days of the effective date of closure.
11. Charter School's process for transferring copies of student records to receiving schools shall be in accordance with applicable law and LAUSD procedures for students moving from one school to another.
12. Charter School shall prepare and provide an electronic master list of all students to the Charter Schools Division in accordance with the District procedures applicable at the time of closure. This list shall include the student's identification number, Statewide Student Identifier (SSID), birthdate, grade, full name, address, home school/school district, enrollment date, exit code, exit date, parent/guardian name(s), and phone number(s). If the Charter School closure occurs before the end of the school year, the list also shall indicate the name of the school to which each student is transferring, if known. This electronic master list shall be delivered to the CSD in the form of a CD or otherwise in accordance with District procedures.
13. Charter School must organize the original cumulative files for delivery to the District in two categories: active students and inactive students. Charter School will coordinate with the CSD for the delivery and/or pickup of student records.
14. Charter School must update all student records in the California Longitudinal Pupil Achievement Data System (CALPADS) prior to closing.
15. Charter School must provide to the CSD a copy of student attendance records, teacher gradebooks, and Title I records (if applicable).
16. Charter School must provide to the CSD the name, title, and contact information of the person designated to maintain all Charter School personnel records after the closure. Personnel records to be transferred to and maintained by the designee must include any and all employee records, including but not limited to, records related to performance and grievance. Charter School must provide to the CSD and the designee a list of all active and inactive employees and their periods of service. Both Charter School and the designee,

individually and separately, shall inform the CSD immediately upon the transfer of Charter School's employee records to the designee.

17. Charter School shall ensure that all records are boxed and clearly labeled by classification of documents and the required duration of storage in accordance with District procedures.
18. Charter School shall provide to the responsible person(s) designated by the governing board of Charter School to conduct all closure-related activities a list of students in each grade level and, for each student, a list of classes completed and the student's district of residence.

Financial Close-Out

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

Charter School shall ensure completion of an independent final audit within six months after the closure of Charter School that includes:

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

This audit may serve as Charter School's annual audit if it meets all of the requirements of the annual audit.

Charter School shall pay for the financial closeout audit of Charter School. This audit will be conducted by a neutral, independent licensed CPA who will employ generally accepted accounting principles. Any liability or debt incurred by Charter School will be the responsibility of Charter School and not LAUSD. Charter School understands and acknowledges that Charter School will cover the outstanding debts or liabilities of Charter School. Any unused monies at the time of the audit will be returned to the appropriate funding source. Charter School understands and acknowledges that only unrestricted funds will be used to pay creditors. Any unused AB 602 funds will be returned to the District SELPA or the SELPA in which Charter School participates, and other categorical funds will be returned to the source of funds.

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

5. Preliminary budgets
6. Interim financial reports

7. Second interim financial reports
8. Final unaudited reports

These reports must be submitted to the CDE and the authorizing entity in the form required. These reports should be submitted as soon as possible after the Closure Action, but no later than the required deadline for reporting for the fiscal year.

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

Disposition of Liabilities and Assets

The closeout audit must identify the disposition of all liabilities of Charter School. Charter School closure procedures must also ensure appropriate disposal, in accordance with the District Required Language provisions in Element 11 of this Charter, Charter School's governing board bylaws, fiscal procedures, and any other applicable laws and regulations, of any net assets remaining after all liabilities of Charter School have been paid or otherwise addressed. Such disposal includes, but is not limited to:

5. Charter School, at its cost and expense, shall return to the District any and all property, furniture, equipment, supplies, and other assets provided to Charter School by or on behalf of the District. The District discloses that the California Education Code sets forth the requirements for the disposition of the District's personal property and Charter School shall bear responsibility and liability for any disposition in violation of statutory requirements.
6. The return of any donated materials and property in accordance with any terms and conditions set when the donations were accepted.
7. The return of any grant and restricted categorical funds to their sources according to the terms of the grant or state and federal law.
8. The submission of final expenditure reports for any entitlement grants and the filing of Final Expenditure Reports and Final Performance Reports, as appropriate.

If Charter School is operated as or by a nonprofit corporation, and if the corporation does not have any functions other than operation of Charter School, the corporation shall be dissolved according to its bylaws.

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

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

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

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

- d. File all final federal, state, and local employer payroll tax returns and issue final W-2s and Form 1099s by the statutory deadlines.
- e. Make final federal tax payments (employee taxes, etc.)
- f. Complete and submit all required federal and state filings and notices to the State of California, the Internal Revenue Service, and the Department of the Treasury, including but not limited to final tax returns and forms (e.g., Form 990 and related Schedules).

This Element 15 shall survive the revocation, expiration, termination, cancellation of this Charter, or any other act or event that would end Charter School's authorization to operate as a charter school or cause Charter School to cease operation. Charter School agrees that, due to the nature of the property and activities that are the subject of this Charter, the District and public shall suffer irreparable harm should Charter School breach any obligation under this Element 15. The District therefore reserves the right to seek equitable relief to enforce any right arising under this Element 15 or any provision of this Element 15 or to prevent or cure any breach of any obligation undertaken, without in any way prejudicing any other legal remedy available to the District. Such legal relief shall include, without limitation, the seeking of a temporary or permanent injunction, restraining order, or order for specific performance, and may be sought in any appropriate court.

Additional Provisions

FACILITIES

Charter School shall comply with all geographic and site limitations and related requirements set forth in Education Code sections 47605.1, 47602(a), and 47605(a).

District-Owned Facilities

If Charter School is using District facilities as of the date of the submission of this charter petition or takes occupancy of District facilities prior to the approval of this charter petition, Charter School shall execute an agreement provided by the District for the use of the District facilities as a condition of the approval of the charter petition. If at any time after the approval of this charter petition Charter School will occupy and use any District facilities, Charter School shall execute an agreement provided by the District for the use of the District facilities prior to occupancy and commencing use. Charter School shall implement and otherwise comply with the terms of any and all applicable facilities use agreements between Charter School and the District.

The circumstances of Charter School's occupancy of District facilities may change over time such as, but not limited to, enrollment, programs, and the conditions of facilities, and the District has a vested interest in having an agreement that is appropriate for the situation.

For a Sole Occupant Agreement or any other use agreement that is not a Proposition 39 Single Year Co-location Use Agreement or a lease issued through the Notice of Intent and bid process, the term may be co-terminous with the approved Charter, as permitted by law. Charter School and the District shall negotiate any modifications of the agreement with the goal of such amendment or new agreement being considered by the LAUSD Board of Education with the renewal of the charter petition. If Charter School and the District cannot execute an agreement in time for such to be considered by the Board of Education with the renewal of the charter petition, the approval of the renewal of the charter petition shall be conditioned upon Charter School and the District executing an amendment to the existing use agreement or a new agreement no later than May 1st or within nine (9) months of the date of the Board of Education's approval of the renewal of the charter petition. During such time period Charter School shall be permitted to remain in occupancy of the District facilities under the terms and conditions of the immediately preceding, executed use agreement; provided, that if Charter School and the District cannot agree upon and execute an amendment or new use agreement by said deadline, Charter School shall vacate the District facilities on or before June 30th of said school year.

Charter School acknowledges and agrees that occupancy and use of District facilities shall be in compliance with applicable laws and District policies for the operation and maintenance of District facilities and furnishings and equipment. Charter School shall comply with all District health, safety, and emergency procedures and requirements and shall be subject to inspection by the District's Facilities Services Division, OEHS, and other District offices in the same manner as other LAUSD campuses. All District facilities (i.e., schools) will remain subject to those laws applicable to public schools.

In the event of an emergency, all District facilities (i.e., schools) are available for use by the American Red Cross and public agencies as emergency locations, which may disrupt or prevent Charter School from conducting its educational programs. If Charter School will share the use of District facilities with other District user groups, Charter School agrees that it will participate in and observe all District safety policies (e.g., emergency chain of information and participation in safety drills).

The use agreements provided by the District for District facilities shall contain terms and conditions addressing issues such as, but not limited to, the following:

- Use: Charter School will be restricted to using the District facilities for the operation of a public school providing educational instruction to public school students consistent with the terms of the Charter and incidental related uses. Separate and apart from its right as authorizer to observe and inspect any part of the charter school at any time pursuant to Education Code 47607(a)(1), the District shall have and reserves the right to inspect District facilities upon reasonable notice to Charter School.
- Furnishings and Equipment: The District shall retain ownership of any furnishings and equipment, including technology, ("F&E") that it provides to Charter School for use. Charter

School, at its sole cost and expense, shall provide maintenance and other services for the good and safe operation of the F&E.

- **Leasing; Licensing:** Use of the District facilities by any person or entity other than Charter School shall be administered by the District. The parties may agree to an alternative arrangement in the use agreement.
- **Programs, Services, and Activities Outside Instructional Program; Third Party Vendors**
 - (i) Any program, service, or activity provided outside the instructional program shall be subject to the terms and provisions of the use agreement, and, additionally, may require a license, permit, or additional agreement issued by the District. The term “instructional program” is defined, per Education Code section 47612 and 5 CCR section 11960, as those required educational activities that generate funding based on “average daily attendance” and includes those extracurricular programs, services, and/or activities that students are required to participate in and do not require the payment of any consideration or fee.
 - (ii) Any program, service, or activity requiring the payment of any consideration or fee or provided by a third party vendor (defined as any person or entity other than Charter School), whether paid or volunteer and regardless of whether such may be within the instructional program, shall be subject to the terms and provisions of the use agreement and such third party vendor shall be required to obtain a license, permit, or additional agreement from the District.
- **Minimum Payments or Charges to be Paid to District Arising From the Facilities:**
 - (iii)**Pro Rata Share:** The District shall collect and Charter School shall pay a Pro Rata Share for facilities costs as provided in the Charter Schools Act of 1992 and its regulations. The parties may agree to an alternative arrangement regarding facilities costs in the use agreement; and
 - (iv)**Taxes; Assessments:** Generally, Charter School shall pay any assessment or fee imposed upon or levied on the LAUSD facilities that it is occupying or Charter School’s legal or equitable interest created by the use agreement.
- **Maintenance & Operations Services:** In the event the District agrees to allow Charter School to perform any of the operation and maintenance services, the District shall have the right to inspect the District facilities, and the costs incurred in such inspection shall be paid by Charter School.
 - (iii)**Co-Location:** If Charter School is co-locating or sharing the District facilities with another user, the District shall provide the operations and maintenance services for the District facilities and Charter School shall pay the Pro Rata Share. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such in the use agreement.
 - (iv)**Sole Occupant:** If Charter School is a sole occupant of District facilities, the District shall allow Charter School, at its sole cost and expense, to provide some operations

and maintenance services for the District facilities in accordance with applicable laws and LAUSD's policies on operations and maintenance services for facilities and F&E. NOTWITHSTANDING THE FOREGOING, the District shall provide all services for regulatory inspections which as the owner of the real property it is required to submit, and deferred maintenance, and Charter School shall pay LAUSD for the cost and expense of providing those services. The parties may agree to an alternative arrangement regarding performance of the operations and maintenance services and payment for such services in the use agreement.

- **Real Property Insurance:** Prior to occupancy, Charter School shall satisfy requirements to participate in LAUSD's property insurance or, if Charter School is the sole occupant of LAUSD facilities, obtain and maintain separate property insurance for the LAUSD facilities. Charter School shall **not** have the option of obtaining and maintaining separate property insurance for the LAUSD facility IF Charter School is co-locating or sharing the LAUSD facility with another user.

Non-District-Owned Facilities

Occupancy and Use of the Site: Prior to occupancy or use of any school site or facility, Charter School shall provide the CSD with a current Certificate of Occupancy or equivalent document issued by the applicable permitting agency that allows Charter School to use and occupy the site as a charter school. Charter School shall not exceed the operating capacity of the site and shall operate within any limitations or requirements provided by the Certificate of Occupancy and any applicable permit. Charter School may not open or operate without providing a copy of an appropriate Certificate of Occupancy to the CSD. If Charter School intends to move or expand to another facility during the term of this Charter, Charter School shall adhere to any and all District policies and procedures regarding charter material revision and non-material amendment. Prior to occupancy or use of any such additional or changed school site, Charter School shall provide an appropriate Certificate of Occupancy to the CSD for such facility. Notwithstanding any language to the contrary in this Charter, the interpretation, application, and enforcement of this provision are not subject to the Dispute Resolution Process outlined in Element 14.

Facility Compliance: Prior to occupancy or use of any non-District-owned school site and/or facility, Charter School shall ensure that the site and/or facility complies with all applicable building codes, standards and regulations adopted by the city and/or county agencies responsible for building and safety standards for the city in which Charter School is to be located, federal and state accessibility requirements (including the Americans with Disabilities Act (ADA) and Section 504), and all other applicable fire, health, and structural safety and access requirements. This requirement shall also apply to the construction, reconstruction, alteration of or addition to the facility. Charter School shall resolve in a timely manner any and all corrective actions, orders to comply, and notices issued by any authorized building and safety agency. Charter School cannot exempt itself from applicable building and zoning codes, ordinances, and ADA/Section 504 requirements. Charter School shall maintain on file readily accessible records that document facilities compliance and shall promptly provide such documentation to the CSD upon request.

Pest Management: Charter School shall comply with the Healthy Schools Act, Education Code section 17608, which details pest management requirements for schools.

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

INSURANCE

Insurance Requirements

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

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

The following insurance policies are required:

5. Commercial General Liability, including Fire Legal Liability, coverage of \$5,000,000 per Occurrence and in the Aggregate. The policy shall be endorsed to name the Los Angeles Unified School District and 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. Coverage shall be maintained with no Self-Insured Retention above \$15,000 without the prior written approval of the Division of Risk Management and Insurance Services for the LAUSD.
6. Workers' Compensation Insurance in accordance with provisions of the California Labor Code adequate to protect Charter School from claims that may arise from its operations pursuant to the Workers' Compensation Act (Statutory Coverage). The Workers' Compensation Insurance coverage must also include Employers Liability coverage with limits of \$1,000,000/\$1,000,000/\$1,000,000.
7. Commercial Auto Liability, including Owned, Leased, Hired, and Non-owned, coverage with limits of \$1,000,000 Combined Single Limit per Occurrence if Charter School does not operate a student transportation service. If Charter School provides student transportation services, the required coverage limit is \$5,000,000 Combined Single Limit per Occurrence.
8. Crime Insurance or Fidelity Bond coverage shall be maintained by Charter School to cover all Charter School employees who handle, process or otherwise have responsibility for

Charter School funds, supplies, equipment, or other assets. Minimum amount of coverage shall be \$1,000,000 per occurrence/\$1,000,000 aggregate, with deductible that is acceptable to the Los Angeles Unified School District.

10. Cyber Liability insurance coverage with minimum limits of \$500,000 per occurrence and \$500,000 general aggregate.
11. Professional Educators Errors and Omissions liability coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
12. Sexual Molestation and Abuse coverage with minimum limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate. Coverage may be held as a separate policy or included by endorsement in the Commercial General Liability or the Errors and Omissions Policy.
13. Employment Practices Legal Liability coverage with limits of \$5,000,000 per occurrence and \$5,000,000 general aggregate.
14. Excess/Umbrella Liability insurance with limits of not less than \$10,000,000 is required of all high schools and any other school that participates in competitive interscholastic or intramural sports programs.

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

Evidence of Insurance

Charter School shall furnish to the District's Division of Risk Management and Insurance Services located at 333 S. Beaudry Ave, 28th Floor, Los Angeles CA 90017 within 30 calendar days of all new policies, inceptions, renewals or changes, certificates, or such insurance signed by authorized representatives of the insurance carrier. Certificates shall be endorsed as follows:

"Charter school shall be required to provide LAUSD with 30 days prior written notice by certified mail, return receipt requested, if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed."

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

Should Charter School deem it prudent and/or desirable to have insurance coverage for damage or theft to Charter School, employee or student property, for student accident, or any other type of

insurance coverage not listed above, such insurance shall not be provided by the District and its purchase shall be the responsibility of Charter School.

Hold Harmless/Indemnification Provision

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

FISCAL MATTERS

District Oversight Costs

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

Cash Reserves

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

Third Party Contracts

Charter School shall ensure that all third party contracts, whether oral or written, for supplies, equipment, goods and/or services, for the direct or indirect benefit of, or otherwise related to the operation of, Charter School, require compliance with and otherwise conform to all applicable local, state, and federal policies, regulations, laws, and guidelines, including but not limited to licensing and permit requirements as well as requirements related to protection of health and safety.

Special Education Revenue Adjustment/Payment for Services

In the event that Charter School owes funds to the District for the provision of agreed upon or fee for service or special education services or as a result of the State's adjustment to allocation of special education revenues from Charter School, Charter School authorizes the District to deduct any and all of the in lieu property taxes that Charter School otherwise would be eligible to receive under section 47635 of the Education Code to cover such owed amounts. Charter School further understands and agrees that the District shall make appropriate deductions from the in lieu property tax amounts otherwise owed to Charter School. Should this revenue stream be insufficient in any fiscal year to cover any such costs, Charter School agrees that it will reimburse the District for the additional costs within forty-five (45) business days of being notified of the amounts owed.

Student Body Funds

Charter School shall supervise and manage any and all student body funds in a manner consistent with the provisions of Education Code sections 48930-48938. Charter School shall include and address student body funds in its financial reports, and ensure that such funds are included and addressed in Charter School's annual audit as a stand-alone item.

Audit and Inspection of Records

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

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

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

- Compliance with terms and conditions prescribed in the Charter agreement,
- Internal controls, both financial and operational in nature,
- The accuracy, recording and/or reporting of Charter School's financial information,

- Charter School's debt structure,
- Governance policies, procedures and history,
- The recording and reporting of attendance data,
- Charter School's enrollment process,
- Compliance with safety plans and procedures, and
- Compliance with applicable grant requirements.

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

Fiscal Policies and Procedures

Charter School shall establish, maintain, and implement sound fiscal policies and procedures, including but not limited to internal controls governing all financial and business-related activities.

Apportionment Eligibility for Students Over 19 Years of Age

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

Local Control and Accountability Plan

In accordance with California Education Code sections 47604.33 and 47606.5, Charter School shall include in its annual update a "listing and description of the expenditures for the fiscal year implementing the specific actions included in the charter as a result of the reviews and assessment required by paragraph (1)" of section 47606.5(a). These expenditures shall be "classified using the California School Accounting Manual pursuant to Section 41010." (Ed. Code § 47606.5(b).)

Coversheet

Bond Deal Update & Purchase Agreements

Section: III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item: C. Bond Deal Update & Purchase Agreements
Purpose: Vote
Submitted by: Matthew Brown

Related Material:

Red Hook_Teach -- Purchase Agreement (High School)(59106174v2).DOCX
Red Hook_Teach -- Purchase Agreement (BBQ Lot)(59106809v2).DOCX
TEACH 2019 Bonds - Financing Schedule (9-16-19) v1.pdf

BACKGROUND:

Per executive team recommendation and TEACH Public Schools Board of Directors approval, TEACH Public Schools is proceeding with a Charter School Revenue Bond financing of the facility for TEACH Tech Charter High School & TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School.

RECOMMENDATION:

Approval of the purchase agreements for TEACH Tech & TEACH Prep facilities at 10616, 10600 & 8505 S. Western Ave. Los Angeles, CA 90047 as part of bond financing.

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “**Agreement**”) is made as of September __, 2019 (“**Effective Date**”), by and between RED HOOK TEACH II LLC, a Delaware limited liability company (“**Seller**”), and TEACH, INC., a California nonprofit public benefit corporation (“**Buyer**”).

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE 1 - BASIC TERMS

This Article 1 sets forth certain terms of this Agreement, subject, however, to any adjustments set forth elsewhere in this Agreement.

- 1.1 Purchase Price: \$13,050,000.
- 1.2 Initial Deposit: \$50,000.
- 1.3 Closing Date: December 15, 2019.
- 1.4 Approval Period: Subject to the provisions of Section 4.2, the period commencing on the Effective Date and ending sixty (60) days after the Effective Date.
- 1.5 Title Approval Date: The date that is thirty (30) days after the Effective Date.
- 1.6 Escrow Holder: First American Title Insurance Company.
- 1.7 Title Company: First American Title Insurance Company, or any title insurance company for which the above-referenced entity issues title insurance policies.

ARTICLE 2 - PURCHASE AND SALE OF PROPERTY

Upon the terms and conditions set forth in this Agreement, Seller agrees to sell, assign and convey to Buyer, and Buyer agrees to purchase and assume from Seller, the following (collectively, the “**Property**”):

- 2.1 Real Property. The real property located in the County of Los Angeles, State of California, commonly known as 10610 South Western Avenue (a/k/a 10616 South Western Avenue), and more particularly described on Exhibit A (collectively, the “**Land**”), together with any improvements located thereon (the “**Improvements**”), and all rights, interests, benefits, privileges, easements and appurtenances to the Land and the Improvements, if any (the Land, the Improvements and all such listed interests, benefits, easements, and appurtenances are referred to collectively herein as the “**Real Property**”).

2.2 Entitlements and Permits. All right, title, and interest, if any, and without any representations or warranties of any kind by Seller, in and to any transferable licenses, permits, entitlements, approvals, and rights to develop issued by any governmental agencies with jurisdiction over the Property to the extent they: (a) were issued to or are held in the name of the Seller; and (b) are related to the Real Property.

ARTICLE 3 - PURCHASE PRICE; FUNDS HELD BY ESCROW HOLDER

3.1 Purchase Price. The purchase price for the Property shall be the purchase price specified in Section 1.1 (the “**Purchase Price**”), subject to the prorations and adjustments provided in this Agreement. Buyer shall deliver the Deposit as provided in Section 3.2, and the balance of the Purchase Price shall be paid by Buyer into Escrow in immediately available funds at the Closing.

3.2 Deposit. Within three (3) business days after the opening of Escrow (as defined below), time being of the essence, and subject to Section 14.15 below, Buyer shall deliver to the Escrow Holder, in its capacity as escrow holder, in immediately available funds, the Initial Deposit in the amount specified in Section 1.2 (the “**Initial Deposit**”). For purposes of this Agreement, the Initial Deposit and any additional deposits, once delivered, will be collectively referred to as the “**Deposit**” herein. Upon the earlier of the expiration of the Bond Financing Contingency Period or Buyer’s waiver of contingencies, the Deposit shall become non-refundable to Buyer, except in the event that (i) Seller fails, refuses, or is unable to perform its obligations to cause the Closing to occur as provided in this Agreement, or (ii) as otherwise expressly set forth in this Agreement, but will at all times remain applicable to the Purchase Price at the Closing.

3.3 Interest. At Buyer’s election, solely for its own benefit and without any obligation to do so, Escrow Holder shall invest the Deposit in a money market account, a federally insured investment or such other investment as may be approved by Buyer in writing, and all interest earned thereon (the “**Interest**”) shall be for the benefit of Buyer while the Deposit remains refundable to Buyer, and for the benefit of Seller after the Deposit becomes non-refundable under the terms of this Agreement.

ARTICLE 4 - BUYER’S DUE DILIGENCE; “AS-IS” PURCHASE

4.1 Property Documents. Seller has made, or within five (5) days after the Effective Date, will make available to Buyer (either directly by access to a database established by Seller or by delivery to Buyer or Buyer’s counsel directly), copies (or, at Seller’s election, originals) of the following items relating to the Property to the extent within Seller’s possession or control (collectively, the “**Property Documents**”), but excluding any internal reports, projections, attorney-client correspondences, and other documents that Seller identifies as confidential, privileged, proprietary, or attorney work product: any leases (and amendments thereto); current and historical financials of the tenant occupying the Property; any environmental reports, zoning reports, and other third party reports commissioned by Buyer; an existing survey of the Property; and Buyer’s existing owner’s policy of title insurance. Buyer shall conduct its own due diligence with respect to all matters concerning the Property. Buyer agrees that its use or reliance upon the Property Documents is solely at Buyer’s risk, and Seller is

delivering all Property Documents without any representation or warranty whatsoever, including their accuracy, completeness, or Buyer's ability to rely on the same. For the avoidance of doubt, Buyer hereby acknowledges that any Property Documents uploaded to, and available for review on, the electronic data room maintained by Seller and to which Buyer has access during the Due Diligence Period will constitute delivery of such documents hereunder.

4.2 Buyer's Termination Notice. Buyer intends to conduct certain due diligence with respect to the Property from and after the Effective Date. Buyer will have the period commencing on the Effective Date and expiring at 5:00 P.M. (Pacific time) on the date that is sixty (60) days after the Effective Date (the "**Approval Period**"), time being of the essence, to conduct all due diligence of the Property. If, following Buyer's due diligence investigations as contemplated in this Section 4.2, Buyer disapproves of the Property or any aspect thereof, then Buyer may terminate this Agreement by causing a written notice of such election (a "**Buyer's Termination Notice**") to be delivered to Seller and to Escrow Holder at any time before 5:00 P.M. (Pacific time) on the last day of the Approval Period. If Buyer fails to deliver a Buyer's Termination Notice to Seller and Escrow Holder prior to expiration of the Approval Period, Buyer shall be deemed to have waived all contingencies except for the Bond Financing, and the Deposit shall become non-refundable to Buyer, except as otherwise expressly set forth in this Agreement.

4.3 Termination. If Buyer delivers a Buyer's Termination Notice to Seller and Escrow Holder prior to the expiration of the Approval Period, the following shall apply: (i) Seller shall have no obligation to sell Buyer the Property; (ii) Buyer shall deliver to Seller all of the due diligence materials received from Seller, including, without limitation, the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property; (iii) Escrow Holder shall return the Deposit, less the Independent Contract Consideration, to Buyer; and (iv) this Agreement shall terminate, and neither party shall have any further rights or obligations under this Agreement except as expressly provided in this Agreement.

4.4 Access. Subject to the terms and conditions set forth in this Section 4.4, for so long as this Agreement remains in effect, Buyer and its authorized agents and representatives may enter upon the Real Property pursuant to Buyer's written lease for the Real Property (the "**Lease**") and this Agreement for the purpose of conducting Buyer's due diligence with respect to its investigation of the Property.

4.4.1 Conditions to Entry. Seller may impose reasonable conditions and restrictions on Buyer's inspection rights under this Agreement (except that Seller may not deny Buyer entry), and Buyer agrees to comply with any such reasonable conditions and restrictions in exercising its rights hereunder. Without limiting the foregoing, Seller may require that an employee or representative of Seller accompany Buyer and its agents and representatives during any such entry. Buyer may drill or bore on or through the unimproved surface of the Land only with Seller's prior written consent, which Seller may grant or withhold in Seller's sole and absolute discretion, and conduct any other physical testing of the Property upon notice to Seller of such tests. After making any tests and inspections, Buyer shall promptly restore the Property to its condition before such tests and inspections were performed (which obligation shall survive the termination of this Agreement).

4.4.2 Insurance. Before entering the Real Property, Buyer shall have in place, and cause each of its contractors and agents to maintain (and shall deliver to Seller evidence thereof), general liability insurance, from an insurer reasonably acceptable to Seller, in the amount of Two Million Dollars (\$2,000,000) combined single limit for personal injury and property damage per occurrence, such policies to name Seller as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Buyer or its representatives in connection with Buyer's inspections of and tests conducted on the Property.

4.4.3 Indemnification. Buyer shall keep the Property free from all liens resulting from or related to its entry and indemnify, defend and hold harmless, to the extent of and in proportion to Buyer's or its representatives' negligence, Seller and Seller's officers, directors, shareholders, beneficiaries, members, partners, agents, employees and attorneys, and their respective successors and assigns, from and against all claims, actions, losses, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred, suffered by, or claimed against Seller by reason of any damage to the Property (or any other property), or injury to persons caused by Buyer and/or its agents, employees or contractors arising out of their entry upon the Real Property and/or the performance of any inspections, tests or other due diligence related thereto; provided, however, such indemnification obligation shall not be applicable to Buyer's mere discovery of any pre-existing adverse physical condition at the Property, except to the extent Buyer and/or Buyer's agents, employees, contractors or consultants aggravate such pre-existing condition. This indemnity shall survive the Closing or any termination of this Agreement.

4.5 Buyer's Investigations. Buyer, either independently or through agents, representatives or consultants selected by it, may conduct all commercially reasonable inspections, investigations, tests, analyses and evaluations of the Property as Buyer deems necessary or otherwise appropriate, at Buyer's sole cost and expense in accordance with Section 4.4.

4.6 AS-IS. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS AGENTS OR BROKER AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING: (i) the quality, nature, adequacy and physical condition and aspects of the Property; (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater; (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Real Property; (iv) the development potential of the Real Property, and the Real Property's and Personal Property's use, habitability, merchantability, or fitness, or the suitability, value or adequacy of the Real Property and the Personal Property for any particular purpose; (v) the zoning or other legal status of the Real Property or any other public or private restrictions on use of the Real Property and the Personal Property; (vi) the compliance of the Real Property and the Personal Property with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity (including the

Americans with Disabilities Act); (vii) the presence or release of any hazardous materials on, under or about the Real Property or the adjoining or neighboring property; (viii) the condition of title to the Property; (ix) the condition of the Personal Property; (x) the economics of the operation of the Property; or (xi) any other aspect, characteristic or feature regarding the Property. Buyer further acknowledges that it is the sole occupant of the Real Property as of the Effective Date pursuant to the Lease.

4.7 Natural Hazards Disclosure. Without limiting Section 4.6, Seller and Buyer acknowledge that the Disclosure Statutes (as defined below) provide that a seller of real property must make certain disclosures regarding certain natural hazards potentially affecting the property, as more particularly provided therein. As used in this Agreement, “**Disclosure Statutes**” means, without limitation, collectively, California Government Code Sections 8589.3, 8589.4 and 51183.5, California Public Resources Code Sections 2621.9, 2694 and 4136, and any other California statutes that require Seller to make disclosures concerning the Property. Seller will deliver, or cause to be delivered, to Buyer a Natural Hazard Disclosure Report for the Property (the “**Report**”) in accordance with California Civil Code Section 1102.3. The Report will be delivered to Buyer as soon as Seller can obtain the Report after the opening of Escrow, but in no event later than ten (10) days before the expiration of the Approval Period. Buyer hereby agrees as follows with respect to the Disclosure Statutes and the Report, provided that the following will not apply if Seller delivers any inaccurate or untrue information to the party preparing the Report:

4.7.1 Seller shall not be liable for any error or inaccuracy in, or omission from, the information in the Report.

4.7.2 The Report is being provided by Seller for purposes of complying with the Disclosure Statutes and shall not be deemed to constitute a representation or warranty by Seller as to the presence or absence in, at or around of the Property of the conditions that are the subject of the Disclosure Statutes.

4.8 Release. Without limiting Sections 4.3 or 4.5, above, Buyer on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges Seller and Seller’s affiliates, and the partners, trustees, shareholders, directors, officers, members, managers, attorneys, employees and agents of each of them, and their respective heirs, successors, personal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, costs or expenses whatsoever (including, without limitation, reasonable attorneys’ fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Property. The waiver and release in the preceding sentence applies to, without limitation, the physical and structural condition of the Property or any law or regulation applicable thereto, as well as any information contained in any Property Documents. With respect to the waiver and release set forth herein relating to claims unknown to or unsuspected by Seller or Buyer, Buyer hereby acknowledges that such waiver and release is being made after obtaining the advice of counsel and with full knowledge and understanding of the consequences and effects of such waiver, and that such waiver is made with the full knowledge, understanding and agreement that California Civil Code Section 1542 provides as follows, and that the protections afforded by said code section are hereby waived:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

BUYER’S INITIALS: _____

Buyer agrees that the foregoing waiver and release shall apply to the extent that Buyer should have or could have known or otherwise had constructive knowledge before the Closing about the matters giving rise to such claim, including by reviewing the Property Documents and any information contained therein. Without otherwise limiting the effect of the release in this Section 4.8, Seller agrees that the provisions of this Section 4.8 will not apply to, and Seller shall remain liable for any claim arising from Seller’s intentional misrepresentations or other intentional act of fraud by Seller (collectively, the “**Excluded Claims**”). The Excluded Claims shall survive the Closing for a period of three (3) months.

ARTICLE 5 - TITLE

5.1 Title Report. Within five (5) days after the Effective Date, Seller shall deliver, or cause to be delivered, to Buyer preliminary title report (the “**PTR**”) from the Title Company specified in Section 1.7 (the “**Title Company**”), in a form reasonably acceptable to Buyer, for the Real Property and copies of all documents relating to the title exceptions referred to in such PTR.

5.2 Conditions of Title. At the Closing, Buyer will take title to the Real Property subject to the following matters (hereafter, the “**Permitted Exceptions**”), unless such matters are disapproved by Buyer in accordance with the terms of Section 5.3:

5.2.1 Taxes. Liens for non-delinquent real property taxes and assessments.

5.2.2 Laws and Regulations. All applicable laws, ordinances and regulations, including those relating to zoning or land use.

5.2.3 Inspection and Survey Matters. Any matters or state of facts that would be disclosed by an inspection or accurate survey of the Real Property.

5.2.4 Matters Created by Buyer. Any matters or interests created or otherwise caused by Buyer or its agents and representatives.

5.2.5 Covenants, Restrictions and Easements. All recorded covenants, conditions, restrictions, easements and agreements affecting the Real Property that are approved by Buyer in accordance with Section 5.3.

5.2.6 Standard Exceptions. The printed standard exceptions listed in the PTR.

5.3 Title Objections. Buyer shall have until 5:00 p.m. (Pacific time) on the Title Approval Date to notify Seller in writing of any title exceptions identified in the PTR of which Buyer disapproves. Buyer's failure to give any such notice by the Title Approval Date shall constitute Buyer's approval of the condition of title as set forth in the PTR, and all of the exceptions in the PTR shall be deemed to be Permitted Exceptions. No more than three (3) days after Seller's receipt of any such notice of disapproval from Buyer, Seller shall notify Buyer in writing of any disapproved title exceptions that Seller is unable or unwilling to cause to be removed or insured against prior to or at Closing; provided, however, notwithstanding anything in this Agreement to the contrary, at or before the Closing, Seller shall, at no cost or expense to Buyer: (i) remove any liens or encumbrances securing a debt, any mechanic's, materialman's, or other monetary liens (other than the lien for property taxes not yet due and payable) and any judgments against Seller that affect the Property; (ii) satisfy the Title Company as to Seller's power and authority to enter into this Agreement and to convey the Property to Buyer and otherwise consummate the transactions contemplated hereby; and (iii) execute such affidavits as are reasonably requested by the Title Company to cause the issuance of the Title Policy as hereinafter defined, each in form and content reasonably acceptable to Seller. Seller's silence as to any disapproved title exception constitutes Seller's unwillingness or inability to cause such exception to be removed or insured against on or before Closing. If Seller indicates its unwillingness or inability to cause the elimination of any disapproved title exception, including as a result of failing to respond within the three (3) days provided above, then Buyer will have two (2) days after its receipt of Seller's notification (or expiration of said three (3) day period for Seller's response) to either: (i) waive its objection to the disapproved title exception and cause this Agreement to remain in full force and effect; or (ii) terminate this Agreement in accordance with the provisions of Section 4.2 above. If Buyer fails to notify Seller of its election of one of the two options stated in the preceding sentence within such 2-day period, then Buyer will be deemed to have waived its objection to any disapproved title exception, and any such exception shall be deemed to be a Permitted Exception. Buyer shall have the right to update its title and survey examinations of the Property until the Closing Date, and in the event that such update or examinations disclose any matters not identified in the original PTR delivered to Buyer (a "**New Objection**"), provided such New Objection was not caused by Buyer, Buyer shall deliver to Seller a statement of any New Objections, and Seller shall have until the Closing Date to cure any New Objections. If Seller fails to cure all New Objections on or before the Closing Date (as the same may be extended pursuant to Sections 5.4 or 7.1 below), (i) Buyer may terminate this Agreement and receive a full refund of the Deposit (less the Independent Contract Consideration) from Escrow Agent after written request to Escrow Holder, in which case, Buyer shall deliver to Seller all of the due diligence materials received from Seller, including, without limitation, the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property, and thereafter, this Agreement shall be null and void and of no further force or effect, and neither Buyer nor Seller shall have any further rights, duties, liabilities or obligations to the other by reason hereof, except for those matters that specifically survive such termination; or (ii) Buyer may waive such objections and consummate the transaction contemplated herein without any reduction of the Purchase Price.

5.4. Seller's Right to Cure. Notwithstanding anything to the contrary herein, Seller shall have the right to attempt to cure any title objection (whether made by Buyer by the Title Approval Date or whether a new Title Objection) and shall be entitled to a reasonable adjournment of the Closing (not to exceed sixty (60) days) for the purpose of such cure. If Seller is unable to cure any title objection pursuant to this Section 5.4, then Buyer, as its sole remedy for such failure to cure, shall elect either (i) to waive such objection and to proceed to the Closing without any reduction of or credit against the Purchase Price, or (ii) to terminate this Agreement by written notice given to Seller, in which event: (a) Seller shall have no obligation to sell the Property to Buyer; (b) Buyer shall deliver to Seller all of the materials received from Seller, including the Property Documents, and all reports and other documents prepared or commissioned by Buyer with respect to the Property; (c) Escrow Holder shall deliver the Deposit, less the Independent Contract Consideration, to Buyer; and (d) this Agreement shall terminate, and neither party shall have any further rights or obligations under this Agreement.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer that the following matters are true and correct as of the date of this Agreement:

6.1.1 Good Standing. Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to enter into this Agreement (and the additional documents contemplated by this Agreement) and perform its obligations hereunder and complete the transaction contemplated hereby.

6.1.2 Authorization and Validity. This Agreement is, and all the documents executed by Seller which are to be delivered to Buyer at the Closing will be, duly authorized, executed, and delivered by Seller, and is and will be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable law), and does not and will not violate any provisions of any agreement to which Seller is a party or to which it is subject.

6.1.3 No Bankruptcy Proceedings. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, or (iv) suffered the attachment or other judicial seizure of all or substantially all of Seller's assets.

6.1.4 Consent. The execution, delivery and performance of this Agreement by Seller and the consummation by Seller of the transaction contemplated hereby will not violate (with or without the giving of notice or the lapse of time or both), or require any consent, approval, filing or notice under any provision of any law, rule or regulation, court order, judgment, decree, contract or agreement applicable to Seller or the Property.

6.1.5 Non-Foreign Status. Seller is not a “foreign person” as that term is defined in Section 1445 of the Internal Revenue Code, as amended, and any applicable regulations promulgated thereunder.

6.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the following matters are true and correct as of the date of this Agreement and will also be true and correct as of the Closing:

6.2.1 Authority. Buyer is a non-profit corporation, duly organized, validly existing and in good standing under the laws of the State of California, and has full power and authority to enter into this Agreement (and the additional documents contemplated by this Agreement) and perform its obligations hereunder and complete the transaction contemplated hereby.

6.2.2 Authorization and Validity. This Agreement is, and all the documents executed by Buyer which are to be delivered to Seller at the Closing will be, duly authorized, executed, and delivered by Buyer, and is and will be legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable law), and does not and will not violate any provisions of any agreement to which Buyer is a party or to which it is subject. After the expiration of the Bond Financing Contingency Period, Buyer will require no further consent of any person, administrative body, governmental authority or other party in connection with the performance of its obligations under this Agreement and the instruments referenced herein and the consummation of the transaction contemplated by this Agreement.

6.2.3 No Bankruptcy Proceedings. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer’s creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Buyer’s assets, or (iv) suffered the attachment or other judicial seizure of all or substantially all of Buyer’s assets.

6.3 General Provisions.

6.3.1 Definition of “Seller’s Knowledge”. All references in this Agreement to the phrase “Seller’s knowledge” or words of similar import shall refer only to the present actual knowledge of Craig Underwood (the “**Designated Owner**”). The use of the phrase “Seller’s knowledge,” or words of similar import, will not be construed to refer to the knowledge of any other officer, agent or employee of Seller except the Designated Owner or any affiliate thereof or to impose or have imposed upon the Designated Owner any duty to investigate the matters to which such knowledge, or the absence thereof, pertains, including the contents of the files, documents and materials made available to or disclosed to Buyer or the contents of files maintained by the Designated Owner or Seller’s counsel. There shall be no personal liability on the part of the Designated Owner arising out of any representations or warranties made herein.

6.3.2 Update of Seller's Representations and Warranties. From time to time after the Effective Date through the Closing, Seller may deliver schedules or other documents that update or otherwise modify Seller's representations and warranties in this Agreement or any of the Exhibits attached to this Agreement to reflect matters, if any, that arise after the Effective Date and, in such event, Seller's representations and warranties will be deemed to have been remade with the changes, if any, set forth in such updated schedules or other documents. Buyer shall have five (5) days after its receipt of written notice of the material change (as defined in Section 6.3.5) of a representation and warranty from Seller within which to terminate this Agreement and receive the return of the Deposit, less the Independent Contract Consideration, in which case, Buyer shall deliver to Seller all of the due diligence materials received from Seller, including, without limitation, the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property.

6.3.3 Seller's Representations Deemed Modified. To the extent that Buyer knows or learns before the Closing or to the extent that Buyer could have known or learned before the Closing, including by reviewing the Property Documents and any information contained therein (which Buyer shall be deemed to have constructive knowledge of), that Seller's representations and warranties are inaccurate, untrue or incorrect in any way in accordance with Section 6.3.2, above, such representations and warranties shall be deemed modified to reflect Buyer's knowledge, whether actual or constructive. Notwithstanding the foregoing, Buyer's option upon learning of an inaccurate representation or warranty before the Closing shall be (i) to terminate this Agreement (and receive a return of the Deposit, less the Independent Contract Consideration), in which case, Buyer shall deliver to Seller all of the due diligence materials received from Seller, including, without limitation, the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property; or (ii) to proceed with the Closing and waive its right to recover damages as a result of such inaccurate representation or warranty, and to the extent Buyer should have or could have known about such inaccurate representation or warranty before the Closing, including by reviewing the Property Documents and any information contained therein, Buyer shall be deemed to have waived its right to recover damages as a result of such inaccurate representation or warranty.

6.3.4 Notice of Breach by Seller; Seller's Right to Cure. If, prior to the Closing, Buyer or any representative, attorney, consultant, engineer or agent of Buyer obtains actual knowledge that any of the representations or warranties made herein by Seller are untrue, inaccurate or incorrect in any material respect, Buyer shall give Seller written notice thereof within five (5) days after obtaining such knowledge (but, in any event, prior to the Closing). If, prior to the Closing, Seller obtains knowledge that any of the representations or warranties made herein by Seller are untrue, inaccurate or incorrect in any material respect, Seller shall give Buyer written notice thereof within five (5) business days after obtaining such knowledge (but, in any event, prior to the Closing). In either such event, Seller shall have the right to cure such inaccuracy and shall be entitled to a reasonable adjournment of the Closing (not to exceed sixty (60) days) for the purpose of such cure. If Seller is unable to cure any inaccuracy, then Buyer, as its sole remedy for any and all such materially untrue, inaccurate or incorrect material representations or

warranties, shall elect either (i) to proceed to the Closing without any reduction of or credit against the Purchase Price, or (ii) to terminate this Agreement by written notice given to Seller prior to the Closing Date, in which event: (a) Seller shall have no obligation to sell the Property to Buyer; (b) Buyer shall deliver to Seller all of the materials received from Seller, including the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property; (c) Escrow Holder shall deliver the Deposit, less the Independent Contract Consideration, to Buyer; and (d) this Agreement shall terminate, and neither party shall have any further rights or obligations under this Agreement.

6.3.5 Material Breach; Liability Cap. Notwithstanding the provisions of Section 6.3.4 above, if Buyer learns (either as a result of a disclosure by Seller or by its own investigations) that any representation or warranty by Seller is untrue, but such inaccurate or incorrect representation or warranty is not untrue, inaccurate or incorrect in any material respect (as defined below), Buyer shall be deemed to waive such misrepresentation or breach, and Buyer shall be required to consummate the transaction contemplated by this Agreement without any reduction of or credit against the Purchase Price. The untruth, inaccuracy or incorrectness of a representation or warranty shall be deemed “material” only if Buyer’s aggregate damages resulting from the untruth, inaccuracy or incorrectness of any of the representations or warranties are reasonably estimated by Buyer to exceed Ten Thousand Dollars (\$10,000), and in no event shall Seller’s liability under this Article 6 exceed Fifty Thousand Dollars (\$50,000.00).

ARTICLE 7 - CONDITIONS TO CLOSING

7.1 Conditions to Buyer’s Obligations. Buyer’s obligation to consummate the purchase and sale transaction contemplated by this Agreement is subject to the satisfaction or waiver of the following conditions (collectively, the “**Buyer’s Conditions Precedent**”):

7.1.1 Title Policy. The Title Company shall have committed to issue, as of the Closing, an owner’s policy of title insurance on the form issued in the State of California, insuring Buyer’s interest in the Real Property with liability in the amount of the Purchase Price, subject only to the Permitted Exceptions (the “**Title Policy**”).

7.1.2 Seller Deliveries. Seller shall have delivered to the Escrow Holder the items described in Section 8.3.

7.1.3 No Termination of this Agreement. Neither Seller nor Buyer shall have terminated this Agreement in accordance with the terms hereof.

7.1.4 Bond Financing. Buyer shall have secured bond financing in an amount sufficient to pay the Purchase Price.

The conditions set forth in this Section 7.1 are solely for the benefit of Buyer and may be waived only by Buyer, and no such waiver shall be effective unless specifically contained in a written instrument executed by Buyer and delivered to Seller and Escrow Holder. Notwithstanding anything to the contrary herein, if there is a failure of any Buyer’s Condition Precedent, Seller shall have the right to attempt to satisfy any such Buyer’s Condition Precedent and shall be

entitled to a reasonable adjournment of the Closing (not to exceed sixty (60) days) for the purpose of such satisfaction. If Seller is unable to satisfy any Buyer's Condition Precedent within such 60-day period, then Buyer, as its sole remedy for the failure of such Buyer's Condition Precedent, shall elect either (i) to waive the failure of such Buyer's Condition Precedent and proceed to the Closing without any reduction of or credit against the Purchase Price, or (ii) to terminate this Agreement by written notice given to Seller prior to the Closing Date, in which event: (a) Seller shall have no obligation to sell the Property to Buyer; (b) Buyer shall deliver to Seller all of the materials received from Seller, including the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property; (c) Escrow Holder shall deliver the Deposit, less the Independent Contract Consideration, to Buyer; and (d) this Agreement shall terminate, and neither party shall have any further rights or obligations under this Agreement. Notwithstanding anything to the contrary herein, if the Closing fails to occur because of a failure of the Buyer's Condition Precedent set forth in Section 7.1.4 above, then Buyer shall reimburse Seller for all out-of-pocket costs and expenses (including attorneys' fees) incurred by Seller in connection with this Agreement and the transactions contemplated hereunder within five (5) business days after Buyer's receipt of a written request and reasonable supporting documentation from Seller therefor, which reimbursement obligation shall survive the termination of this Agreement.

7.2 Conditions to Seller's Obligations. Seller's obligation to consummate the purchase and sale transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (collectively, the "**Seller's Conditions Precedent**"):

7.2.1 No Breaches. Buyer shall not have materially breached any of Buyer's representations, warranties or covenants set forth in this Agreement, as of the Closing.

7.2.2 Buyer Deliveries. Buyer shall have delivered to Escrow Holder the items described in Section 8.4.

7.2.3 No Termination of this Agreement. Neither Seller nor Buyer shall have terminated this Agreement in accordance with the terms hereof.

The conditions set forth in this Section 7.2 are solely for the benefit of Seller and may be waived only by Seller.

ARTICLE 8 - ESCROW AND CLOSING

8.1 Opening of Escrow. Buyer and Seller have selected the Escrow Holder to act as escrow holder with respect to the transaction contemplated by this Agreement. Within five (5) business days after the mutual execution of this Agreement, Buyer and Seller each shall deposit a duplicate original or copy of this Agreement executed by such party (or either of them shall deposit a duplicate original or copy executed by both Buyer and Seller) with Escrow Holder. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Holder by written agreement, shall constitute the escrow instructions with respect to the escrow for the transaction contemplated by this Agreement (the “**Escrow**”). If any requirements relating to the duties or obligations of Escrow Holder hereunder are not acceptable to Escrow Holder, or if Escrow Holder requires additional instructions, the parties agree to make such deletions, substitutions and additions hereto as counsel for Buyer and Seller shall mutually approve, which additional instructions shall not materially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Buyer. Escrow Holder, by executing this Agreement, hereby acknowledges that this Agreement constitutes the escrow instructions for the sale of the Property and agrees to follow the escrow instructions provided herein.

8.2 Closing Date. Except as otherwise provided in this Agreement, the purchase and sale transaction contemplated by this Agreement shall close on the date specified in accordance with Section 1.4 of this Agreement (the “**Closing Date**”), time being of the essence. For purposes of this Agreement, the “**Closing**” shall be deemed to occur when the Deed (as defined in Section 8.3.1) is recorded in the real property records of the county in which the Property is located (the “**Official Records**”), and the “**Closing Date**” will be the date on which such recording occurs.

8.3 Seller’s Deliveries to Escrow. At least one (1) business day prior to the Closing Date Seller shall deliver or cause the following items (the original of each in form and substance acceptable to Buyer) to be delivered to Escrow Holder:

8.3.1 Deed. One (1) original Grant Deed in the form of Exhibit B executed by Seller and acknowledged by a notary (the “**Deed**”).

8.3.2 Certificate of Non-Foreign Status. One (1) original affidavit in the form of Exhibit C, executed by Seller (the “**Certificate of Non-Foreign Status**”).

8.3.3 General Assignment. Two (2) originals of a General Assignment and Bill of Sale in the form attached as Exhibit D hereto (the “**General Assignment**”) and incorporated herein by reference, executed in counterpart by Seller.

8.3.4 Other Documents. Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

8.4 Buyer’s Deliveries to Escrow. At least one (1) business day prior to the Closing Date, Buyer shall deliver or cause the following items to be delivered to Escrow Holder:

8.4.1 Funds. The Purchase Price, less the amount of the Deposit, together with such other sums as Escrow Holder shall require to pay Buyer's share of the closing costs, prorations, reimbursements and adjustments as set forth in Article 9, in immediately available funds.

8.4.2 General Assignment. Two (2) originals of the General Assignment, executed in counterpart by Buyer.

8.4.3 Other Documents. Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

8.5 Disbursements and Other Actions by Escrow Holder. Upon the Closing, Escrow Holder shall promptly undertake all of the following:

8.5.1 Calculation and Disbursement. Disburse all funds deposited with Escrow Holder by Buyer as follows:

(a) Deduct all items chargeable to the account of Seller pursuant to Article 9.

(b) Disburse the balance of the Purchase Price and any additional amounts owed to Seller under this Agreement to Seller promptly upon the Closing by wire transfer in accordance with instructions received from Seller.

(c) Disburse the remaining balance of the funds, if any, to Buyer promptly upon the Closing.

8.5.2 Recordation of Deed and Buyer's Financing Documents. Cause the Deed, Buyer's recordable financing documents (if any), and any other documents which the parties hereto may mutually direct to be recorded in the Official Records and obtain conformed copies thereof for distribution to Buyer and Seller.

8.5.3 Deliveries to Seller. Deliver to Seller an original General Assignment and a conformed copy of the recorded Deed.

8.5.4 Deliveries to Buyer. Deliver to Buyer an original General Assignment, the original Certificate of Non-Foreign Status, and a conformed copy of the recorded Deed.

8.5.5 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

8.6 Real Estate Reporting Person. Escrow Holder is designated the "real estate reporting person" for purposes of section 6045 of title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Holder shall so provide. Upon the consummation of the transaction contemplated by this

Agreement, Escrow Holder shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

8.7 1031 Exchange. Buyer and Seller shall cooperate with the other party's 1031 exchange, at no cost or expense to the cooperating party.

ARTICLE 9 - ADJUSTMENTS AND PRORATIONS

9.1 Closing Costs. Buyer shall pay (i) the entire cost of the PTR and the Title Policy, including any endorsements thereto; (ii) all documentary, transfer and other taxes; (iii) all recording fees; (iv) all Escrow Holder fees; (v) the cost of any new or updated ALTA survey; (vi) all costs and expenses incurred in connection with obtaining any financing for the purchase of the Property, including title, escrow, documentation and appraisal costs relating thereto; and (vii) all costs and expenses incurred in connection with Buyer's due diligence review of the Property pursuant to Section 4.

9.2 Cancellation Fees. Unless otherwise specified herein, if the sale of the Property contemplated hereunder does not occur because of a failure of a Seller's Condition Precedent, or a default on the part of Buyer, all escrow cancellation and title cancellation fees shall be paid by Buyer; if the sale of the Property does not occur because of a failure of a Buyer's Condition Precedent or a default on the part of Seller, notwithstanding any statement herein that the Deposit is non-refundable, the entire Deposit, less the Independent Contract Consideration, shall be returned to Buyer by Escrow Holder; and in the case of a default on the part of Seller, all escrow cancellation and title cancellation fees shall be paid by Seller.

9.3 Insurance Not Prorated. Escrow Holder shall not prorate insurance premiums under Seller's existing policies of insurance relating to the Property. None of Seller's insurance policies (or any proceeds payable thereunder, except as expressly provided for in Article 12) will be assigned to Buyer at the Closing. Buyer shall be solely obligated to obtain any and all insurance that it deems necessary or desirable.

9.4 Prorations. All operating expenses and other pass-through charges that are the responsibility of Buyer or Buyer's affiliate, as tenant, under the Lease shall not be apportioned between the parties as of the Closing Date; provided, however, that if Seller, as landlord under the Lease, paid for any such items without receiving reimbursement therefor, the entire cost of such items (whether attributable to periods before or after the Closing Date) shall be credited to the account of Seller at Closing.

9.4.1 Other Prorations. Notwithstanding anything contained in the foregoing provision:

- (a) At Closing, (A) rent paid under the Lease shall be apportioned as of 12:01 a.m. on the Closing Date as if Buyer was the record owner of the Property for the entire Closing Date; (B) Seller shall, at Seller's option, either deliver to Buyer any security deposit actually held by Seller pursuant to the Lease or credit to the account of Buyer the amount of such security deposit (in each case, to the extent such security deposit is not applied against delinquent rents or otherwise as provided in the Lease); and (C) all amounts owed by tenant to Seller

under the Lease as of 11:59 p.m. Pacific time on the day immediately prior to the Closing Date shall be credited to the account of Seller (including base rent, additional rent, reimbursement obligations, late charges, penalties, and interest, if any).

(b) Buyer shall pay to Seller the amount of any and all sales or similar taxes payable in connection with the Personal Property (if any), and Buyer shall execute and deliver any tax returns required of it in connection therewith, said obligations of Buyer to survive Closing.

9.4.2 Post-Closing Reconciliation. If a post-Closing true-up is necessary, Buyer shall work diligently with Seller to finalize the prorations as soon as possible, but in no event later than forty-five (45) days after the close of the calendar year in which the Closing occurs.

9.4.3 Survival. The provisions of this Section 9.4 shall survive Closing.

ARTICLE 10 - INTENTIONALLY OMITTED

ARTICLE 11 BROKERS AND EXPENSES

11.1 No Brokers. Each party represents and warrants to the other party that (i) no realtors, brokers, agents or finders were used in connection with this Agreement or the transactions contemplated herein and, (ii) no brokerage commissions or other fees are due to any realtor, broker, agent or finder in connection with this Agreement or the transactions contemplated herein. Each party shall indemnify, defend and hold the other party harmless from and against any claims, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by the indemnified party by reason of any commission claimed to be owed as a result of the indemnifying party's actions or agreements other than as set forth in this Section 11.1. The provisions of this Section 11.1 shall survive the Closing.

11.2 Legal and Other Fees. Subject to Sections 9.2, 9.3 and 14.9, each party shall pay its own expenses incurred in connection with this Agreement and the transaction contemplated hereby. Without limiting the generality of the foregoing, each party shall bear the expense of its own counsel and consultants in connection with this transaction.

ARTICLE 12 - RISK OF LOSS

12.1 Condemnation. If Seller receives written notice of pending or threatened condemnation relating to all or any portion of the Real Property ("**Condemnation Notice**"), then: (i) Seller shall notify Buyer in writing of such fact promptly after obtaining knowledge thereof, and (ii) Seller may elect to terminate this Agreement by delivering written notice thereof to Buyer within fifteen (15) business days of Seller's receipt of the Condemnation Notice, in which event: (a) Seller shall have no obligation to sell the Property to Buyer; (b) Buyer shall deliver to Seller all of the due diligence materials received from Seller, including, without limitation, the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property; (c) Escrow Holder shall deliver the Deposit, less the Independent Contract Consideration, to Buyer, and neither party shall have any further rights

or obligations under this Agreement except as provided in Sections 4.3 and 11.1. If Seller does not elect to terminate this Agreement in accordance with the immediately preceding sentence and all or any portion of the Real Property is taken by eminent domain prior to the Closing, then this Agreement shall remain in effect and there shall be no abatement of the Purchase Price; provided, however, that, at the Closing, (1) Seller shall pay to Buyer the amount of any award for or other proceeds on account of such taking which have been actually paid to Seller prior to the Closing as a result of such taking less all costs and expenses, including reasonable attorneys' fees and costs, incurred by Seller as of the Closing in obtaining payment of such award or proceeds, or (2) to the extent such award or proceeds have not been paid, Seller shall assign to Buyer at the Closing, without recourse to Seller, the rights of Seller to, and Buyer shall be entitled to receive and retain, all awards for the taking of the Property or such portion thereof.

12.2 Destruction or Damage. No "Material Loss" shall have occurred to the Property prior to the Closing Date. For purposes of this Agreement, "**Material Loss**" means damage, loss, or destruction of the Property after the Effective Date in excess of Five Hundred Thousand Dollars (\$500,000). If, before the Closing Date, the Property suffers a Material Loss, Buyer may either (i) terminate this Agreement and the rights and obligations of the parties hereunder while receiving a refund of the Deposit, less the Independent Contract Consideration, within five (5) days after written request to Escrow Holder (the "**Termination Right**"), in which case, Buyer shall deliver to Seller all of the due diligence materials received from Seller, including, without limitation, the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property; or (ii) accept the Property in its existing condition (the "**Acceptance Right**"). If Buyer exercises its Acceptance Right, Buyer will receive an assignment of all insurance proceeds, or other recoveries related thereto, at the Close of Escrow. If Buyer exercises its Termination Right, Buyer must notify Seller of this election within ten (10) business days after Buyer receives notice of the damage or destruction, and following such notice, this Agreement will be terminated in accordance with the provisions of Section 4.2.

ARTICLE 13 - DEFAULTS AND REMEDIES

13.1 Notice of Default. If either party defaults in any of its obligations under this Agreement, the non-defaulting party shall give written notice of such default to the defaulting party. If the defaulting party fails to cure such default within ten (10) business days after its receipt of the written default notice, then the non-defaulting party may elect, in addition to its other remedies permitted under this Agreement, to terminate this Agreement by delivering written notice thereof to the defaulting party within five (5) business days after the expiration of such cure period, in which event, Buyer shall deliver to Seller all of the due diligence materials received from Seller, including, without limitation, the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property, and this Agreement shall be of no further force or effect except for the those provisions which are expressly stated to survive the termination of this Agreement; provided, however, that Buyer shall not be entitled to any cure period on account of its failure to make the Deposit or due to its failure to deliver the Purchase Price to Escrow Holder as required under Section 8.6. This Section 13.1 does not apply to any alleged breach of a representation or warranty by Seller and any such alleged breach shall be governed by Sections 6.3.4 and 6.3.5.

13.2 Seller's Default; Failure of Buyer's Conditions Precedent.

13.2.1 Seller's Default. Without limiting any right of Seller to extend the Closing Date in order to cure a default as set forth herein, if the Closing fails to occur solely because of Seller's default, Buyer may elect, as its sole and exclusive remedy, to (i) terminate this Agreement as provided in Section 13.1, in which event the Deposit, less the Independent Contract Consideration, shall promptly be delivered to Buyer; or (ii) maintain an action for specific performance. If Buyer elects to proceed under clause (i) above, the return and recovery of the Deposit, less the Independent Contract Consideration, following such termination shall operate to release Seller from any and all further liability hereunder. If Buyer elects to proceed under clause (ii) above, and Buyer is the prevailing party in the specific performance action, Seller shall promptly pay to Buyer all actual, out-of-pocket costs incurred by Buyer in enforcing its right to specific performance, including, without limitation, reasonable attorneys' fees. Under no circumstance shall Buyer have any right to seek or collect punitive, consequential, or other speculative damages under this Agreement.

13.2.2 Failure of Buyer's Condition Precedent. If one or more of Buyer's Conditions Precedent are not satisfied on the Closing Date, as the same may be extended by Seller under Section 7.1 (other than a failed Buyer's Condition Precedent due to a default by Seller under this Agreement, which is covered by Section 13.2.1), Buyer may as its sole and exclusive remedy (i) waive the condition and proceed to close the transaction without any reduction in the Purchase Price, or (ii) terminate this Agreement following notice to Seller, in which case: (a) Seller shall have no obligation to sell the Property to Buyer; (b) Buyer shall deliver to Seller all of the due diligence materials received from Seller, including, without limitation, the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property; (c) Escrow Holder shall deliver the Deposit, less the Independent Contract Consideration, to Buyer; and (d) this Agreement shall terminate, and neither party shall have any further rights or obligations under this Agreement except for those obligations that expressly survive the termination of this Agreement. Notwithstanding anything to the contrary herein, if the Closing fails to occur because of a failure of the Buyer's Condition Precedent set forth in Section 7.1.4 above, then Buyer shall reimburse Seller for all out-of-pocket costs and expenses (including attorneys' fees) incurred by Seller in connection with this Agreement and the transactions contemplated hereunder within five (5) business days after Buyer's receipt of a written request and reasonable supporting documentation from Seller therefor, which reimbursement obligation shall survive the termination of this Agreement.

13.3 BUYER'S DEFAULT. IF THE CLOSING FAILS TO OCCUR BECAUSE OF BUYER'S DEFAULT, THE DEPOSIT IN THE AMOUNT OF \$100,000 SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HERETO EXPRESSLY AGREE AND ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN BECAUSE OF THE NATURE OF THE PROPERTY AND THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES. THE PAYMENT OF SUCH

AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 13.3, SELLER AND BUYER AGREE THAT THIS LIQUIDATED DAMAGES PROVISION IS INTENDED TO BE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR A DEFAULT BY BUYER, BUT IS NOT INTENDED AND SHOULD NOT BE DEEMED OR CONSTRUED TO LIMIT IN ANY WAY BUYER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT. SELLER WAIVES ANY RIGHTS THAT IT MAY HAVE UNDER RELEVANT STATUTORY LAW TO SEEK SPECIFIC PERFORMANCE OR ANY OTHER REMEDY AT LAW OR IN EQUITY OTHER THAN THE RECEIPT OF THE DEPOSIT.

SELLER'S INITIALS: _____ **BUYER'S INITIALS:** _____

ARTICLE 14 - MISCELLANEOUS

14.1 Assignments. Buyer may only assign this Agreement or its rights hereunder with Seller's prior written consent, in Seller's sole and absolute discretion, unless the assignment is to an entity affiliated with or controlling, controlled by, or under common control with Buyer, in which case Seller's consent shall not be required for any such assignment; provided that Buyer may not be released from its obligations under this Agreement in connection with any such assignment. Any assignee shall assume all of Buyer's obligations hereunder and succeed to all of Buyer's rights and remedies hereunder, and any assignment and assumption must be in writing and delivered to Seller at least five (5) business days prior to the Closing Date.

14.2 Entire Agreement. This Agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or in behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

14.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto. Any signature pages delivered by electronic means (such as e-mail or facsimile) will be deemed to be an original unless the party delivering such signature pages indicates to the contrary in the transmission of such signature pages.

14.4 Time of Essence. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

14.5 Notices. Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service, by an express delivery (such as Federal Express) or courier service that provides receipted delivery service, delivery charges prepaid, by electronic communication, whether by telex, electronic mail or telecopy (and, if the communication, notice or demand seeks to declare a default under or terminate this Agreement, confirmed in writing sent on the same day by express delivery (such as Federal Express) or courier service that provides receipted delivery service), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Buyer: Teach, Inc.
4711 11th Avenue
Los Angeles, CA 90043
Attention: Mildred S. Cunningham
Email: mcunningham@teachpublicschools.org

Seller: Red Hook Teach II LLC
c/o Red Hook Capital Partners
2120 E. Grand Avenue, Suite 135
El Segundo, CA 90245
Attention: Craig Underwood
Telephone: (424) 217-1244
Email: cunderwood@redhookcap.com

With a copy to: Seyfarth Shaw LLP
601 S. Figueroa Street, #3300
Los Angeles, CA 90017 Attention:
Alex Johnson, Esq.
Telephone: (213) 270-9687
Email: asjohnson@seyfarth.com

Escrow Holder/Title Company: First American Title Insurance Company
18500 Von Karman, Suite 600
Irvine, CA 92612
Email: nathompson@firstam.com
Attention: Nathan Thompson
Telephone: (949) 885-2473

Any party may change its address for notice by written notice given to the other in the manner provided in this Section 14.5. Any such communication, notice or demand shall be deemed to have been duly given or served on the date delivered, or if delivery is refused on the date of such refusal, provided, however, that any communication, notice or demand received by courier delivery or electronic communication that is received after 5:00 p.m. (Pacific time) shall be deemed to have been received on the next business day.

14.6 Further Assurances. The parties agree to execute such instructions to the Escrow Holder and the Title Company and such other instruments and to do such further acts as

may be reasonably necessary to carry out the provisions of this Agreement; provided, however, that Seller shall not be required to execute any affidavits, certificates or instruments in favor of the Title Company other than an owner's affidavit disclosing the tenants in possession of the Real Property and any possible mechanic's lien claims.

14.7 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

14.8 Interpretation. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Section headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to "Sections" or "Articles" are to Sections or Articles of this Agreement, unless otherwise specifically provided.

14.9 Attorneys' Fees. For purposes of this Agreement, the term "**attorneys' fees**" or "**attorneys' fees and costs**" means the fees and expenses of counsel to the parties hereto, which may include printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney. If any action be commenced (including an appeal thereof) to enforce any of the provisions of this Agreement or to enforce a judgment, whether or not such action is prosecuted to judgment ("**Action**"), (i) the unsuccessful party therein shall pay all costs incurred by the prevailing party therein, including reasonable attorneys' fees and costs, court costs and reimbursements for any other expenses incurred in connection therewith, and (ii) as a separate right, severable from any other rights set forth in this Agreement, the prevailing party therein shall be entitled to recover its reasonable attorneys' fees and costs incurred in enforcing any judgment against the unsuccessful party therein, which right to recover post-judgment attorneys' fees and costs shall be included in any such judgment. The right to recover post-judgment attorneys' fees and costs shall (a) not be deemed waived if not included in any judgment, (b) survive the final judgment in any Action, and (c) not be deemed merged into such judgment. The rights and obligations of the parties under this Section 14.9 shall survive the termination of this Agreement.

14.10 Successors and Assigns. Subject to Section 14.1, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors and assigns.

14.11 No Third-Party Beneficiaries. No third party shall have any rights hereunder.

14.12 No Recordation. Neither this Agreement nor any memorandum or notice hereof shall be recorded.

14.13 Business Days. If any of the dates specified in this Agreement shall fall on a Saturday, a Sunday or a holiday, then the date of such action shall be deemed to be extended to the next business day.

14.14 Exhibits. Exhibits A through D, inclusive, attached hereto are incorporated herein by reference.

14.16 Contract Consideration. Escrow Holder shall release to Seller the sum of One Hundred Dollars (\$100.00) (“**Independent Contract Consideration**”) from the Initial Deposit as independent contract consideration. Escrow Holder shall deliver the Independent Contract Consideration to Seller immediately following receipt from Buyer without the need for further instruction from the parties. The parties have bargained for and expressly agree that the rights and obligations of each party contained in this Agreement, including, without limitation, Buyer’s obligations to deliver the Independent Contract Consideration to Seller and the Initial Deposit to the Escrow Holder, constitute sufficient consideration for the other party’s execution, delivery, and obligations under this Agreement, including, without limitation, Buyer’s exclusive right to inspect and purchase the Property pursuant to this Agreement and all contingencies and conditions of Closing for the benefit of Buyer set forth in this Agreement.

14.17 1031 Exchange. Each party may consummate its part of the transaction contemplated by this Agreement as part of an exchange transaction meeting the requirements of Section 1031 of the Internal Revenue Code, so long as such party gives the other party written notice of such exchange reasonably in advance of the Closing Date, and the non-exchanging party shall reasonably cooperate with the exchanging party in effecting such an exchange transaction; provided, however, that (A) such cooperation shall be at no expense or liability to the cooperating party; (B) notwithstanding any assignment of this Agreement by the exchanging party in connection with such exchange or the conveyance of the Property by or to a party other than Seller or Buyer, each of the parties shall remain liable for all of its respective obligations hereunder; and (C) the completion of such exchange transaction shall not be a condition to the exchanging party’s obligation to close timely hereunder.

14.18 Confidentiality. Buyer agrees that (a) except as otherwise provided or required by valid law, (b) except to the extent Buyer considers such documents or information reasonably necessary to prosecute and/or defend any claim made with respect to the Property or this Agreement, and (c) except to the extent reasonably necessary to deliver such documents or information to Buyer’s employees, paralegals, attorneys, partners, potential partners, lenders, potential lenders and/or consultants in connection with Buyer’s evaluation of this transaction and/or ownership and operation of the Property, (i) Buyer and Buyer’s agents, employees, consultants and representatives (collectively, the “**Buyer’s Representatives**”) shall keep the contents of any materials, reports, documents, data, test results, and other information related to the transaction contemplated hereby, including, without limitation, the Property Documents and all information regarding Buyer’s acquisition or ownership of the Property strictly confidential, (ii) Buyer and Buyer’s Representatives shall keep and maintain the contents of this Agreement strictly confidential, and (iii) Buyer and Buyer’s Representatives shall refrain from generating or participating in any publicity or press release regarding this transaction without the prior written consent of Seller. Buyer acknowledges that significant portions of the Property Documents are proprietary in nature and that Seller would suffer significant and irreparable harm in the event of

the misuse or disclosure of the Property Documents. Without affecting any other rights or remedies that either party may have, Buyer acknowledges and agrees that Seller shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any breach, threatened breach or anticipatory breach of the provisions of this Section 14.18 by Buyer or any of Buyer's Representatives. The provisions of this Section 14.18 shall survive any termination of this Agreement, but shall not survive the Closing, except for Buyer's covenants in clause (ii) hereof, which covenants shall survive the Closing.

14.19 Return of Property Documents and Delivery of Reports. Notwithstanding anything to the contrary herein, if this Agreement is terminated for any reason, Buyer shall deliver to Seller the Property Documents and any reports and other documents prepared or commissioned by Buyer regarding the Property, which obligation shall survive the termination of this Agreement.

14.20 Binding Effect. This Agreement shall not be binding on either Buyer or Seller in any way unless and until Buyer and Seller have executed and delivered the same to the other party.

14.21 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Each party agrees to submit to the jurisdiction of the Superior Court of Los Angeles County for the purpose of any suit, action or other proceeding arising out of this Agreement or of the proposed transaction that is brought by or against the other party hereto.

[Signatures Appear on Following Page(s)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SELLER:

RED HOOK TEACH II LLC,
a Delaware limited liability company

By: Red Hook Ventures III LLC,
a Delaware limited liability company,
its managing member

By: Red Hook Capital Partners III LLC,
a Delaware limited liability company,
its managing member

By: _____
Name: Craig Underwood
Title: Managing Member

[signatures continue on following page]

BUYER:

TEACH, INC.,
a California nonprofit public benefit corporation

By: _____
Name:
Its:

By: _____
Name:
Its:

As Buyer is a California corporation, then one of the following alternative requirements must be satisfied:

(A) This Agreement must be signed by two (2) officers of such corporation: one being the chairman of the board, the president or a vice president, and the other being the secretary, an assistant secretary, the chief financial officer or an assistant treasurer. If one (1) individual is signing in two (2) of the foregoing capacities, that individual must identify both such capacities.

(B) If the requirements of (A) above are not satisfied, then Buyer shall deliver to Seller evidence in a form reasonably acceptable to Landlord that the signatory(ies) is (are) authorized to execute this Lease.

**ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT OF ESCROW HOLDER
AND TITLE COMPANY**

First American Title Insurance Company acknowledges receipt of this Agreement and agrees to act as Escrow Holder and Title Company in accordance with the terms of this Agreement.

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Authorized Officer

Dated as of: September ____, 2019

EXHIBIT A

Legal Description

That certain real property located in the County of Los Angeles, State of California, and more particularly described as follows:

PARCEL 1:

THE WESTERLY 154.93 FEET OF LOT 50 OF SUNNYSIDE HEIGHTS TRACT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8 PAGE(S) 88 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THAT PORTION, IF ANY, INCLUDED WITHIN THE NORTHERLY 15 FEET OF THE EASTERLY 90 FEET OF SAID LOT.

PARCEL 2:

THE SOUTHERLY 40 FEET OF LOT 49 OF SUNNYSIDE HEIGHTS TRACT, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8 PAGE(S) 88 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THE EASTERLY 90 FEET.

APN: 6059-013-028

EXHIBIT B

Form of Grant Deed

RECORDING REQUESTED BY:

Red Hook Teach II LLC

WHEN RECORDED MAIL TO:

Teach, Inc.
4711 11th Avenue
Los Angeles, CA 90043
Attention: Mildred S. Cunningham

(Above Space for Recorder’s Use Only)

GRANT DEED

Documentary Transfer Tax \$ _____ (signature of declarant or agent determining tax)

- Computed on full value of property conveyed, or
- Computed on full value less liens and encumbrances remaining at time of sale.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, RED HOOK TEACH II LLC, a Delaware limited liability company, hereby grants to _____, a _____, that certain real property in the County of Los Angeles, State of California described in Exhibit A attached hereto and incorporated herein, together with all buildings and improvements located thereon (the “**Property**”),

SUBJECT TO:

1. All non-delinquent real property taxes and unpaid general and special assessments against the Property; and
2. All covenants, conditions, restrictions and other matters of record, and all matters that are apparent by an accurate survey of the Property.

[Signature(s) Appear on Following Page]

Dated: _____, 2019

GRANTOR:

RED HOOK TEACH II LLC,
a Delaware limited liability company

By: Red Hook Ventures III LLC,
a Delaware limited liability company,
its managing member

By: Red Hook Capital Partners III LLC,
a Delaware limited liability company,
its managing member

By: _____
Name: Craig Underwood
Title: Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2019, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT C

FORM OF CERTIFICATION OF NON-FOREIGN STATUS

TRANSFEROR’S CERTIFICATION OF NON-FOREIGN STATUS

To inform _____, a _____ (“**Transferee**”), that withholding of tax under Section 1445 of the Internal Revenue Code of 1954, as amended (the “**Code**”), will not be required upon the transfer of certain real property to Transferee by **RED HOOK TEACH II LLC**, a Delaware limited liability company (“**Transferor**”), the undersigned hereby certifies the following on behalf of Transferor:

- 1. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder).
- 2. Transferor’s U.S. employer identification number is _____.
- 3. Transferor’s office address is c/o Red Hook Capital Partners, 2120 E. Grand Avenue, Suite 135, El Segundo, CA 90245.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury the undersigned declares that he/she has examined this Certification and to the best of his/her knowledge and belief it is true, correct and complete and that he/she has authority to sign this document on behalf of Transferor.

Dated: _____, 2019

RED HOOK TEACH II LLC,
a Delaware limited liability company

By: Red Hook Ventures III LLC,
a Delaware limited liability company,
its managing member

By: Red Hook Capital Partners III LLC,
a Delaware limited liability
company,
its managing member

By: _____
Name: Craig Underwood
Title: Managing Member

EXHIBIT D

FORM OF GENERAL ASSIGNMENT AND BILL OF SALE

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this “**Assignment**”) is made as of _____, 2019, by and between **RED HOOK TEACH II LLC**, a Delaware limited liability company (“**Assignor**”), and _____, a _____ (“**Assignee**”).

Reference is hereby made to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of September _____, 2019, between Assignor and Assignee (as may have been amended from time to time, the “**Agreement**”). Capitalized terms used herein without definition shall have the meanings defined for such terms in the Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignor gives, grants, bargains, sells, conveys, transfers, assigns, and delivers unto Assignee all of Assignor’s right, title and interest in, to and under the following items, to the extent assignable and to the extent relating to that certain real property located in the County of Los Angeles, State of California, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “**Real Property**”), any plans, surveys, studies, reports, maps, licenses, approvals, certificates, permits, warranties, and guarantees relating to the Real Property (collectively, “**Intangible Property**”).

Assignee accepts the foregoing assignment of the Intangible Property and assumes and shall pay, perform and discharge, as and when due, all of the agreements and obligations of Assignor in connection with the Intangible Property arising on or after the date hereof.

The provisions of this Assignment shall be binding upon, and shall inure to the benefit of, the successors and assigns of Assignor and Assignee, respectively.

This Assignment shall be governed by and construed in accordance with the laws of the state where the Real Property is located.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Assignment attached thereto.

[signatures appear on following page(s)]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Assignment as of the date first above written.

ASSIGNOR:

RED HOOK TEACH II LLC,
a Delaware limited liability company

By: Red Hook Ventures III LLC,
a Delaware limited liability company,
its managing member

By: Red Hook Capital Partners III LLC,
a Delaware limited liability company,
its managing member

By: _____
Name: Craig Underwood
Title: Managing Member

ASSIGNEE:

_____,
a _____

By: _____
Name:
Its:

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

by

and

between

**RED HOOK TEACH II LLC,
a Delaware limited liability company**

“Seller”

and

**TEACH, INC.,
a California nonprofit public benefit corporation**

“Buyer”

**Dated as of
September __, 2019**

PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS

THIS PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS (this “**Agreement**”) is made as of September __, 2019 (“**Effective Date**”), by and between RED HOOK TEACH 4 LLC, a Delaware limited liability company (“**Seller**”), and TEACH, INC., a California nonprofit public benefit corporation (“**Buyer**”).

In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer hereby agree as follows:

ARTICLE 1 - BASIC TERMS

This Article 1 sets forth certain terms of this Agreement, subject, however, to any adjustments set forth elsewhere in this Agreement.

- 1.1 Purchase Price: \$900,000.
- 1.2 Initial Deposit: \$50,000.
- 1.3 Closing Date: January 16, 2020.
- 1.4 Approval Period: Subject to the provisions of Section 4.2, the period commencing on the Effective Date and ending sixty (60) days after the Effective Date.
- 1.5 Title Approval Date: The date that is thirty (30) days after the Effective Date.
- 1.6 Escrow Holder: Commonwealth Land Title.
- 1.7 Title Company: Commonwealth Land Title, or any title insurance company for which the above-referenced entity issues title insurance policies.

ARTICLE 2 - PURCHASE AND SALE OF PROPERTY

Upon the terms and conditions set forth in this Agreement, Seller agrees to sell, assign and convey to Buyer, and Buyer agrees to purchase and assume from Seller, the following (collectively, the “**Property**”):

- 2.1 Real Property. The real property located in the County of Los Angeles, State of California, commonly known as 10600 South Western Avenue, and more particularly described on Exhibit A (collectively, the “**Land**”), together with any improvements located thereon (the “**Improvements**”), and all rights, interests, benefits, privileges, easements and appurtenances to the Land and the Improvements, if any (the Land, the Improvements and all such listed interests, benefits, easements, and appurtenances are referred to collectively herein as the “**Real Property**”).

2.2 Entitlements and Permits. All right, title, and interest, if any, and without any representations or warranties of any kind by Seller, in and to any transferable licenses, permits, entitlements, approvals, and rights to develop issued by any governmental agencies with jurisdiction over the Property to the extent they: (a) were issued to or are held in the name of the Seller; and (b) are related to the Real Property.

ARTICLE 3 - PURCHASE PRICE; FUNDS HELD BY ESCROW HOLDER

3.1 Purchase Price. The purchase price for the Property shall be the purchase price specified in Section 1.1 (the “**Purchase Price**”), subject to the prorations and adjustments provided in this Agreement. Buyer shall deliver the Deposit as provided in Section 3.2, and the balance of the Purchase Price shall be paid by Buyer into Escrow in immediately available funds at the Closing.

3.2 Deposit. Within three (3) business days after the opening of Escrow (as defined below), time being of the essence, and subject to Section 14.15 below, Buyer shall deliver to the Escrow Holder, in its capacity as escrow holder, in immediately available funds, the Initial Deposit in the amount specified in Section 1.2 (the “**Initial Deposit**”). For purposes of this Agreement, the Initial Deposit and any additional deposits, once delivered, will be collectively referred to as the “**Deposit**” herein. Upon the earlier of the expiration of the Bond Financing Contingency Period or Buyer’s waiver of contingencies, the Deposit shall become non-refundable to Buyer, except in the event that (i) Seller fails, refuses, or is unable to perform its obligations to cause the Closing to occur as provided in this Agreement, or (ii) as otherwise expressly set forth in this Agreement, but will at all times remain applicable to the Purchase Price at the Closing.

3.3 Interest. At Buyer’s election, solely for its own benefit and without any obligation to do so, Escrow Holder shall invest the Deposit in a money market account, a federally insured investment or such other investment as may be approved by Buyer in writing, and all interest earned thereon (the “**Interest**”) shall be for the benefit of Buyer while the Deposit remains refundable to Buyer, and for the benefit of Seller after the Deposit becomes non-refundable under the terms of this Agreement.

ARTICLE 4 - BUYER’S DUE DILIGENCE; “AS-IS” PURCHASE

4.1 Property Documents. Seller has made, or within five (5) days after the Effective Date, will make available to Buyer (either directly by access to a database established by Seller or by delivery to Buyer or Buyer’s counsel directly), copies (or, at Seller’s election, originals) of the following items relating to the Property to the extent within Seller’s possession or control (collectively, the “**Property Documents**”), but excluding any internal reports, projections, attorney-client correspondences, and other documents that Seller identifies as confidential, privileged, proprietary, or attorney work product: any leases (and amendments thereto); current and historical financials of the tenant occupying the Property; any environmental reports, zoning reports, and other third party reports commissioned by Buyer; an existing survey of the Property; and Buyer’s existing owner’s policy of title insurance. Buyer shall conduct its own due diligence with respect to all matters concerning the Property. Buyer agrees that its use or reliance upon the Property Documents is solely at Buyer’s risk, and Seller is

delivering all Property Documents without any representation or warranty whatsoever, including their accuracy, completeness, or Buyer's ability to rely on the same. For the avoidance of doubt, Buyer hereby acknowledges that any Property Documents uploaded to, and available for review on, the electronic data room maintained by Seller and to which Buyer has access during the Due Diligence Period will constitute delivery of such documents hereunder.

4.2 Buyer's Termination Notice. Buyer intends to conduct certain due diligence with respect to the Property from and after the Effective Date. Buyer will have the period commencing on the Effective Date and expiring at 5:00 P.M. (Pacific time) on the date that is sixty (60) days after the Effective Date (the "**Approval Period**"), time being of the essence, to conduct all due diligence of the Property. If, following Buyer's due diligence investigations as contemplated in this Section 4.2, Buyer disapproves of the Property or any aspect thereof, then Buyer may terminate this Agreement by causing a written notice of such election (a "**Buyer's Termination Notice**") to be delivered to Seller and to Escrow Holder at any time before 5:00 P.M. (Pacific time) on the last day of the Approval Period. If Buyer fails to deliver a Buyer's Termination Notice to Seller and Escrow Holder prior to expiration of the Approval Period, Buyer shall be deemed to have waived all contingencies except for the Bond Financing, and the Deposit shall become non-refundable to Buyer, except as otherwise expressly set forth in this Agreement.

4.3 Termination. If Buyer delivers a Buyer's Termination Notice to Seller and Escrow Holder prior to the expiration of the Approval Period, the following shall apply: (i) Seller shall have no obligation to sell Buyer the Property; (ii) Buyer shall deliver to Seller all of the due diligence materials received from Seller, including, without limitation, the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property; (iii) Escrow Holder shall return the Deposit, less the Independent Contract Consideration, to Buyer; and (iv) this Agreement shall terminate, and neither party shall have any further rights or obligations under this Agreement except as expressly provided in this Agreement.

4.4 Access. Subject to the terms and conditions set forth in this Section 4.4, for so long as this Agreement remains in effect, Buyer and its authorized agents and representatives may enter upon the Real Property pursuant to Buyer's written lease for the Real Property (the "**Lease**") and this Agreement for the purpose of conducting Buyer's due diligence with respect to its investigation of the Property.

4.4.1 Conditions to Entry. Seller may impose reasonable conditions and restrictions on Buyer's inspection rights under this Agreement (except that Seller may not deny Buyer entry), and Buyer agrees to comply with any such reasonable conditions and restrictions in exercising its rights hereunder. Without limiting the foregoing, Seller may require that an employee or representative of Seller accompany Buyer and its agents and representatives during any such entry. Buyer may drill or bore on or through the unimproved surface of the Land only with Seller's prior written consent, which Seller may grant or withhold in Seller's sole and absolute discretion, and conduct any other physical testing of the Property upon notice to Seller of such tests. After making any tests and inspections, Buyer shall promptly restore the Property to its condition before such tests and inspections were performed (which obligation shall survive the termination of this Agreement).

4.4.2 Insurance. Before entering the Real Property, Buyer shall have in place, and cause each of its contractors and agents to maintain (and shall deliver to Seller evidence thereof), general liability insurance, from an insurer reasonably acceptable to Seller, in the amount of Two Million Dollars (\$2,000,000) combined single limit for personal injury and property damage per occurrence, such policies to name Seller as an additional insured party, which insurance shall provide coverage against any claim for personal liability or property damage caused by Buyer or its representatives in connection with Buyer's inspections of and tests conducted on the Property.

4.4.3 Indemnification. Buyer shall keep the Property free from all liens resulting from or related to its entry and indemnify, defend and hold harmless, to the extent of and in proportion to Buyer's or its representatives' negligence, Seller and Seller's officers, directors, shareholders, beneficiaries, members, partners, agents, employees and attorneys, and their respective successors and assigns, from and against all claims, actions, losses, liabilities, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred, suffered by, or claimed against Seller by reason of any damage to the Property (or any other property), or injury to persons caused by Buyer and/or its agents, employees or contractors arising out of their entry upon the Real Property and/or the performance of any inspections, tests or other due diligence related thereto; provided, however, such indemnification obligation shall not be applicable to Buyer's mere discovery of any pre-existing adverse physical condition at the Property, except to the extent Buyer and/or Buyer's agents, employees, contractors or consultants aggravate such pre-existing condition. This indemnity shall survive the Closing or any termination of this Agreement.

4.5 Buyer's Investigations. Buyer, either independently or through agents, representatives or consultants selected by it, may conduct all commercially reasonable inspections, investigations, tests, analyses and evaluations of the Property as Buyer deems necessary or otherwise appropriate, at Buyer's sole cost and expense in accordance with Section 4.4.

4.6 AS-IS. BUYER SPECIFICALLY ACKNOWLEDGES AND AGREES THAT SELLER IS SELLING AND BUYER IS PURCHASING THE PROPERTY ON AN "AS IS, WHERE IS, WITH ALL FAULTS AND DEFECTS" BASIS AND THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, FROM SELLER, ITS AGENTS OR BROKER AS TO ANY MATTERS CONCERNING THE PROPERTY, INCLUDING: (i) the quality, nature, adequacy and physical condition and aspects of the Property; (ii) the quality, nature, adequacy, and physical condition of soils, geology and any groundwater; (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Real Property; (iv) the development potential of the Real Property, and the Real Property's and Personal Property's use, habitability, merchantability, or fitness, or the suitability, value or adequacy of the Real Property and the Personal Property for any particular purpose; (v) the zoning or other legal status of the Real Property or any other public or private restrictions on use of the Real Property and the Personal Property; (vi) the compliance of the Real Property and the Personal Property with any applicable codes, laws, regulations, statutes, ordinances, covenants, conditions and restrictions of any governmental or quasi-governmental entity or of any other person or entity (including the

Americans with Disabilities Act); (vii) the presence or release of any hazardous materials on, under or about the Real Property or the adjoining or neighboring property; (viii) the condition of title to the Property; (ix) the condition of the Personal Property; (x) the economics of the operation of the Property; or (xi) any other aspect, characteristic or feature regarding the Property. Buyer further acknowledges that it is the sole occupant of the Real Property as of the Effective Date pursuant to the Lease.

4.7 Natural Hazards Disclosure. Without limiting Section 4.6, Seller and Buyer acknowledge that the Disclosure Statutes (as defined below) provide that a seller of real property must make certain disclosures regarding certain natural hazards potentially affecting the property, as more particularly provided therein. As used in this Agreement, “**Disclosure Statutes**” means, without limitation, collectively, California Government Code Sections 8589.3, 8589.4 and 51183.5, California Public Resources Code Sections 2621.9, 2694 and 4136, and any other California statutes that require Seller to make disclosures concerning the Property. Seller will deliver, or cause to be delivered, to Buyer a Natural Hazard Disclosure Report for the Property (the “**Report**”) in accordance with California Civil Code Section 1102.3. The Report will be delivered to Buyer as soon as Seller can obtain the Report after the opening of Escrow, but in no event later than ten (10) days before the expiration of the Approval Period. Buyer hereby agrees as follows with respect to the Disclosure Statutes and the Report, provided that the following will not apply if Seller delivers any inaccurate or untrue information to the party preparing the Report:

4.7.1 Seller shall not be liable for any error or inaccuracy in, or omission from, the information in the Report.

4.7.2 The Report is being provided by Seller for purposes of complying with the Disclosure Statutes and shall not be deemed to constitute a representation or warranty by Seller as to the presence or absence in, at or around of the Property of the conditions that are the subject of the Disclosure Statutes.

4.8 Release. Without limiting Sections 4.3 or 4.5, above, Buyer on behalf of itself and its successors and assigns waives its right to recover from, and forever releases and discharges Seller and Seller’s affiliates, and the partners, trustees, shareholders, directors, officers, members, managers, attorneys, employees and agents of each of them, and their respective heirs, successors, personal representatives and assigns, from any and all demands, claims, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, costs or expenses whatsoever (including, without limitation, reasonable attorneys’ fees and costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the Property. The waiver and release in the preceding sentence applies to, without limitation, the physical and structural condition of the Property or any law or regulation applicable thereto, as well as any information contained in any Property Documents. With respect to the waiver and release set forth herein relating to claims unknown to or unsuspected by Seller or Buyer, Buyer hereby acknowledges that such waiver and release is being made after obtaining the advice of counsel and with full knowledge and understanding of the consequences and effects of such waiver, and that such waiver is made with the full knowledge, understanding and agreement that California Civil Code Section 1542 provides as follows, and that the protections afforded by said code section are hereby waived:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

BUYER’S INITIALS: _____

Buyer agrees that the foregoing waiver and release shall apply to the extent that Buyer should have or could have known or otherwise had constructive knowledge before the Closing about the matters giving rise to such claim, including by reviewing the Property Documents and any information contained therein. Without otherwise limiting the effect of the release in this Section 4.8, Seller agrees that the provisions of this Section 4.8 will not apply to, and Seller shall remain liable for any claim arising from Seller’s intentional misrepresentations or other intentional act of fraud by Seller (collectively, the “**Excluded Claims**”). The Excluded Claims shall survive the Closing for a period of three (3) months.

ARTICLE 5 - TITLE

5.1 Title Report. Within five (5) days after the Effective Date, Seller shall deliver, or cause to be delivered, to Buyer preliminary title report (the “**PTR**”) from the Title Company specified in Section 1.7 (the “**Title Company**”), in a form reasonably acceptable to Buyer, for the Real Property and copies of all documents relating to the title exceptions referred to in such PTR.

5.2 Conditions of Title. At the Closing, Buyer will take title to the Real Property subject to the following matters (hereafter, the “**Permitted Exceptions**”), unless such matters are disapproved by Buyer in accordance with the terms of Section 5.3:

5.2.1 Taxes. Liens for non-delinquent real property taxes and assessments.

5.2.2 Laws and Regulations. All applicable laws, ordinances and regulations, including those relating to zoning or land use.

5.2.3 Inspection and Survey Matters. Any matters or state of facts that would be disclosed by an inspection or accurate survey of the Real Property.

5.2.4 Matters Created by Buyer. Any matters or interests created or otherwise caused by Buyer or its agents and representatives.

5.2.5 Covenants, Restrictions and Easements. All recorded covenants, conditions, restrictions, easements and agreements affecting the Real Property that are approved by Buyer in accordance with Section 5.3.

5.2.6 Standard Exceptions. The printed standard exceptions listed in the PTR.

5.3 Title Objections. Buyer shall have until 5:00 p.m. (Pacific time) on the Title Approval Date to notify Seller in writing of any title exceptions identified in the PTR of which Buyer disapproves. Buyer's failure to give any such notice by the Title Approval Date shall constitute Buyer's approval of the condition of title as set forth in the PTR, and all of the exceptions in the PTR shall be deemed to be Permitted Exceptions. No more than three (3) days after Seller's receipt of any such notice of disapproval from Buyer, Seller shall notify Buyer in writing of any disapproved title exceptions that Seller is unable or unwilling to cause to be removed or insured against prior to or at Closing; provided, however, notwithstanding anything in this Agreement to the contrary, at or before the Closing, Seller shall, at no cost or expense to Buyer: (i) remove any liens or encumbrances securing a debt, any mechanic's, materialman's, or other monetary liens (other than the lien for property taxes not yet due and payable) and any judgments against Seller that affect the Property; (ii) satisfy the Title Company as to Seller's power and authority to enter into this Agreement and to convey the Property to Buyer and otherwise consummate the transactions contemplated hereby; and (iii) execute such affidavits as are reasonably requested by the Title Company to cause the issuance of the Title Policy as hereinafter defined, each in form and content reasonably acceptable to Seller. Seller's silence as to any disapproved title exception constitutes Seller's unwillingness or inability to cause such exception to be removed or insured against on or before Closing. If Seller indicates its unwillingness or inability to cause the elimination of any disapproved title exception, including as a result of failing to respond within the three (3) days provided above, then Buyer will have two (2) days after its receipt of Seller's notification (or expiration of said three (3) day period for Seller's response) to either: (i) waive its objection to the disapproved title exception and cause this Agreement to remain in full force and effect; or (ii) terminate this Agreement in accordance with the provisions of Section 4.2 above. If Buyer fails to notify Seller of its election of one of the two options stated in the preceding sentence within such 2-day period, then Buyer will be deemed to have waived its objection to any disapproved title exception, and any such exception shall be deemed to be a Permitted Exception. Buyer shall have the right to update its title and survey examinations of the Property until the Closing Date, and in the event that such update or examinations disclose any matters not identified in the original PTR delivered to Buyer (a "**New Objection**"), provided such New Objection was not caused by Buyer, Buyer shall deliver to Seller a statement of any New Objections, and Seller shall have until the Closing Date to cure any New Objections. If Seller fails to cure all New Objections on or before the Closing Date (as the same may be extended pursuant to Sections 5.4 or 7.1 below), (i) Buyer may terminate this Agreement and receive a full refund of the Deposit (less the Independent Contract Consideration) from Escrow Agent after written request to Escrow Holder, in which case, Buyer shall deliver to Seller all of the due diligence materials received from Seller, including, without limitation, the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property, and thereafter, this Agreement shall be null and void and of no further force or effect, and neither Buyer nor Seller shall have any further rights, duties, liabilities or obligations to the other by reason hereof, except for those matters that specifically survive such termination; or (ii) Buyer may waive such objections and consummate the transaction contemplated herein without any reduction of the Purchase Price.

5.4. Seller's Right to Cure. Notwithstanding anything to the contrary herein, Seller shall have the right to attempt to cure any title objection (whether made by Buyer by the Title Approval Date or whether a new Title Objection) and shall be entitled to a reasonable adjournment of the Closing (not to exceed sixty (60) days) for the purpose of such cure. If Seller is unable to cure any title objection pursuant to this Section 5.4, then Buyer, as its sole remedy for such failure to cure, shall elect either (i) to waive such objection and to proceed to the Closing without any reduction of or credit against the Purchase Price, or (ii) to terminate this Agreement by written notice given to Seller, in which event: (a) Seller shall have no obligation to sell the Property to Buyer; (b) Buyer shall deliver to Seller all of the materials received from Seller, including the Property Documents, and all reports and other documents prepared or commissioned by Buyer with respect to the Property; (c) Escrow Holder shall deliver the Deposit, less the Independent Contract Consideration, to Buyer; and (d) this Agreement shall terminate, and neither party shall have any further rights or obligations under this Agreement.

ARTICLE 6 - REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of Seller. Seller represents and warrants to Buyer that the following matters are true and correct as of the date of this Agreement:

6.1.1 Good Standing. Seller is a limited liability company, duly organized, validly existing and in good standing under the laws of the State of Delaware, and has full power and authority to enter into this Agreement (and the additional documents contemplated by this Agreement) and perform its obligations hereunder and complete the transaction contemplated hereby.

6.1.2 Authorization and Validity. This Agreement is, and all the documents executed by Seller which are to be delivered to Buyer at the Closing will be, duly authorized, executed, and delivered by Seller, and is and will be legal, valid, and binding obligations of Seller enforceable against Seller in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable law), and does not and will not violate any provisions of any agreement to which Seller is a party or to which it is subject.

6.1.3 No Bankruptcy Proceedings. Seller has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Seller's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Seller's assets, or (iv) suffered the attachment or other judicial seizure of all or substantially all of Seller's assets.

6.1.4 Consent. The execution, delivery and performance of this Agreement by Seller and the consummation by Seller of the transaction contemplated hereby will not violate (with or without the giving of notice or the lapse of time or both), or require any consent, approval, filing or notice under any provision of any law, rule or regulation, court order, judgment, decree, contract or agreement applicable to Seller or the Property.

6.1.5 Non-Foreign Status. Seller is not a “foreign person” as that term is defined in Section 1445 of the Internal Revenue Code, as amended, and any applicable regulations promulgated thereunder.

6.2 Representations and Warranties of Buyer. Buyer represents and warrants to Seller that the following matters are true and correct as of the date of this Agreement and will also be true and correct as of the Closing:

6.2.1 Authority. Buyer is a non-profit corporation, duly organized, validly existing and in good standing under the laws of the State of California, and has full power and authority to enter into this Agreement (and the additional documents contemplated by this Agreement) and perform its obligations hereunder and complete the transaction contemplated hereby.

6.2.2 Authorization and Validity. This Agreement is, and all the documents executed by Buyer which are to be delivered to Seller at the Closing will be, duly authorized, executed, and delivered by Buyer, and is and will be legal, valid, and binding obligations of Buyer enforceable against Buyer in accordance with their respective terms (except to the extent that such enforcement may be limited by applicable law), and does not and will not violate any provisions of any agreement to which Buyer is a party or to which it is subject. After the expiration of the Bond Financing Contingency Period, Buyer will require no further consent of any person, administrative body, governmental authority or other party in connection with the performance of its obligations under this Agreement and the instruments referenced herein and the consummation of the transaction contemplated by this Agreement.

6.2.3 No Bankruptcy Proceedings. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer’s creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Buyer’s assets, or (iv) suffered the attachment or other judicial seizure of all or substantially all of Buyer’s assets.

6.3 General Provisions.

6.3.1 Definition of “Seller’s Knowledge”. All references in this Agreement to the phrase “Seller’s knowledge” or words of similar import shall refer only to the present actual knowledge of Craig Underwood (the “**Designated Owner**”). The use of the phrase “Seller’s knowledge,” or words of similar import, will not be construed to refer to the knowledge of any other officer, agent or employee of Seller except the Designated Owner or any affiliate thereof or to impose or have imposed upon the Designated Owner any duty to investigate the matters to which such knowledge, or the absence thereof, pertains, including the contents of the files, documents and materials made available to or disclosed to Buyer or the contents of files maintained by the Designated Owner or Seller’s counsel. There shall be no personal liability on the part of the Designated Owner arising out of any representations or warranties made herein.

6.3.2 Update of Seller's Representations and Warranties. From time to time after the Effective Date through the Closing, Seller may deliver schedules or other documents that update or otherwise modify Seller's representations and warranties in this Agreement or any of the Exhibits attached to this Agreement to reflect matters, if any, that arise after the Effective Date and, in such event, Seller's representations and warranties will be deemed to have been remade with the changes, if any, set forth in such updated schedules or other documents. Buyer shall have five (5) days after its receipt of written notice of the material change (as defined in Section 6.3.5) of a representation and warranty from Seller within which to terminate this Agreement and receive the return of the Deposit, less the Independent Contract Consideration, in which case, Buyer shall deliver to Seller all of the due diligence materials received from Seller, including, without limitation, the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property.

6.3.3 Seller's Representations Deemed Modified. To the extent that Buyer knows or learns before the Closing or to the extent that Buyer could have known or learned before the Closing, including by reviewing the Property Documents and any information contained therein (which Buyer shall be deemed to have constructive knowledge of), that Seller's representations and warranties are inaccurate, untrue or incorrect in any way in accordance with Section 6.3.2, above, such representations and warranties shall be deemed modified to reflect Buyer's knowledge, whether actual or constructive. Notwithstanding the foregoing, Buyer's option upon learning of an inaccurate representation or warranty before the Closing shall be (i) to terminate this Agreement (and receive a return of the Deposit, less the Independent Contract Consideration), in which case, Buyer shall deliver to Seller all of the due diligence materials received from Seller, including, without limitation, the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property; or (ii) to proceed with the Closing and waive its right to recover damages as a result of such inaccurate representation or warranty, and to the extent Buyer should have or could have known about such inaccurate representation or warranty before the Closing, including by reviewing the Property Documents and any information contained therein, Buyer shall be deemed to have waived its right to recover damages as a result of such inaccurate representation or warranty.

6.3.4 Notice of Breach by Seller; Seller's Right to Cure. If, prior to the Closing, Buyer or any representative, attorney, consultant, engineer or agent of Buyer obtains actual knowledge that any of the representations or warranties made herein by Seller are untrue, inaccurate or incorrect in any material respect, Buyer shall give Seller written notice thereof within five (5) days after obtaining such knowledge (but, in any event, prior to the Closing). If, prior to the Closing, Seller obtains knowledge that any of the representations or warranties made herein by Seller are untrue, inaccurate or incorrect in any material respect, Seller shall give Buyer written notice thereof within five (5) business days after obtaining such knowledge (but, in any event, prior to the Closing). In either such event, Seller shall have the right to cure such inaccuracy and shall be entitled to a reasonable adjournment of the Closing (not to exceed sixty (60) days) for the purpose of such cure. If Seller is unable to cure any inaccuracy, then Buyer, as its sole remedy for any and all such materially untrue, inaccurate or incorrect material representations or

warranties, shall elect either (i) to proceed to the Closing without any reduction of or credit against the Purchase Price, or (ii) to terminate this Agreement by written notice given to Seller prior to the Closing Date, in which event: (a) Seller shall have no obligation to sell the Property to Buyer; (b) Buyer shall deliver to Seller all of the materials received from Seller, including the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property; (c) Escrow Holder shall deliver the Deposit, less the Independent Contract Consideration, to Buyer; and (d) this Agreement shall terminate, and neither party shall have any further rights or obligations under this Agreement.

6.3.5 Material Breach; Liability Cap. Notwithstanding the provisions of Section 6.3.4 above, if Buyer learns (either as a result of a disclosure by Seller or by its own investigations) that any representation or warranty by Seller is untrue, but such inaccurate or incorrect representation or warranty is not untrue, inaccurate or incorrect in any material respect (as defined below), Buyer shall be deemed to waive such misrepresentation or breach, and Buyer shall be required to consummate the transaction contemplated by this Agreement without any reduction of or credit against the Purchase Price. The untruth, inaccuracy or incorrectness of a representation or warranty shall be deemed “material” only if Buyer’s aggregate damages resulting from the untruth, inaccuracy or incorrectness of any of the representations or warranties are reasonably estimated by Buyer to exceed Ten Thousand Dollars (\$10,000), and in no event shall Seller’s liability under this Article 6 exceed Fifty Thousand Dollars (\$50,000.00).

ARTICLE 7 - CONDITIONS TO CLOSING

7.1 Conditions to Buyer’s Obligations. Buyer’s obligation to consummate the purchase and sale transaction contemplated by this Agreement is subject to the satisfaction or waiver of the following conditions (collectively, the “**Buyer’s Conditions Precedent**”):

7.1.1 Title Policy. The Title Company shall have committed to issue, as of the Closing, an owner’s policy of title insurance on the form issued in the State of California, insuring Buyer’s interest in the Real Property with liability in the amount of the Purchase Price, subject only to the Permitted Exceptions (the “**Title Policy**”).

7.1.2 Seller Deliveries. Seller shall have delivered to the Escrow Holder the items described in Section 8.3.

7.1.3 No Termination of this Agreement. Neither Seller nor Buyer shall have terminated this Agreement in accordance with the terms hereof.

7.1.4 Bond Financing. Buyer shall have secured bond financing in an amount sufficient to pay the Purchase Price.

The conditions set forth in this Section 7.1 are solely for the benefit of Buyer and may be waived only by Buyer, and no such waiver shall be effective unless specifically contained in a written instrument executed by Buyer and delivered to Seller and Escrow Holder. Notwithstanding anything to the contrary herein, if there is a failure of any Buyer’s Condition Precedent, Seller shall have the right to attempt to satisfy any such Buyer’s Condition Precedent and shall be

entitled to a reasonable adjournment of the Closing (not to exceed sixty (60) days) for the purpose of such satisfaction. If Seller is unable to satisfy any Buyer's Condition Precedent within such 60-day period, then Buyer, as its sole remedy for the failure of such Buyer's Condition Precedent, shall elect either (i) to waive the failure of such Buyer's Condition Precedent and proceed to the Closing without any reduction of or credit against the Purchase Price, or (ii) to terminate this Agreement by written notice given to Seller prior to the Closing Date, in which event: (a) Seller shall have no obligation to sell the Property to Buyer; (b) Buyer shall deliver to Seller all of the materials received from Seller, including the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property; (c) Escrow Holder shall deliver the Deposit, less the Independent Contract Consideration, to Buyer; and (d) this Agreement shall terminate, and neither party shall have any further rights or obligations under this Agreement. Notwithstanding anything to the contrary herein, if the Closing fails to occur because of a failure of the Buyer's Condition Precedent set forth in Section 7.1.4 above, then Buyer shall reimburse Seller for all out-of-pocket costs and expenses (including attorneys' fees) incurred by Seller in connection with this Agreement and the transactions contemplated hereunder within five (5) business days after Buyer's receipt of a written request and reasonable supporting documentation from Seller therefor, which reimbursement obligation shall survive the termination of this Agreement.

7.2 Conditions to Seller's Obligations. Seller's obligation to consummate the purchase and sale transaction contemplated by this Agreement is subject to the satisfaction of the following conditions (collectively, the "**Seller's Conditions Precedent**"):

7.2.1 No Breaches. Buyer shall not have materially breached any of Buyer's representations, warranties or covenants set forth in this Agreement, as of the Closing.

7.2.2 Buyer Deliveries. Buyer shall have delivered to Escrow Holder the items described in Section 8.4.

7.2.3 No Termination of this Agreement. Neither Seller nor Buyer shall have terminated this Agreement in accordance with the terms hereof.

The conditions set forth in this Section 7.2 are solely for the benefit of Seller and may be waived only by Seller.

ARTICLE 8 - ESCROW AND CLOSING

8.1 Opening of Escrow. Buyer and Seller have selected the Escrow Holder to act as escrow holder with respect to the transaction contemplated by this Agreement. Within five (5) business days after the mutual execution of this Agreement, Buyer and Seller each shall deposit a duplicate original or copy of this Agreement executed by such party (or either of them shall deposit a duplicate original or copy executed by both Buyer and Seller) with Escrow Holder. This Agreement, together with such further instructions, if any, as the parties shall provide to Escrow Holder by written agreement, shall constitute the escrow instructions with respect to the escrow for the transaction contemplated by this Agreement (the “**Escrow**”). If any requirements relating to the duties or obligations of Escrow Holder hereunder are not acceptable to Escrow Holder, or if Escrow Holder requires additional instructions, the parties agree to make such deletions, substitutions and additions hereto as counsel for Buyer and Seller shall mutually approve, which additional instructions shall not materially alter the terms of this Agreement unless otherwise expressly agreed to by Seller and Buyer. Escrow Holder, by executing this Agreement, hereby acknowledges that this Agreement constitutes the escrow instructions for the sale of the Property and agrees to follow the escrow instructions provided herein.

8.2 Closing Date. Except as otherwise provided in this Agreement, the purchase and sale transaction contemplated by this Agreement shall close on the date specified in accordance with Section 1.4 of this Agreement (the “**Closing Date**”), time being of the essence. For purposes of this Agreement, the “**Closing**” shall be deemed to occur when the Deed (as defined in Section 8.3.1) is recorded in the real property records of the county in which the Property is located (the “**Official Records**”), and the “**Closing Date**” will be the date on which such recording occurs.

8.3 Seller’s Deliveries to Escrow. At least one (1) business day prior to the Closing Date Seller shall deliver or cause the following items (the original of each in form and substance acceptable to Buyer) to be delivered to Escrow Holder:

8.3.1 Deed. One (1) original Grant Deed in the form of Exhibit B executed by Seller and acknowledged by a notary (the “**Deed**”).

8.3.2 Certificate of Non-Foreign Status. One (1) original affidavit in the form of Exhibit C, executed by Seller (the “**Certificate of Non-Foreign Status**”).

8.3.3 General Assignment. Two (2) originals of a General Assignment and Bill of Sale in the form attached as Exhibit D hereto (the “**General Assignment**”) and incorporated herein by reference, executed in counterpart by Seller.

8.3.4 Other Documents. Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

8.4 Buyer’s Deliveries to Escrow. At least one (1) business day prior to the Closing Date, Buyer shall deliver or cause the following items to be delivered to Escrow Holder:

8.4.1 Funds. The Purchase Price, less the amount of the Deposit, together with such other sums as Escrow Holder shall require to pay Buyer's share of the closing costs, prorations, reimbursements and adjustments as set forth in Article 9, in immediately available funds.

8.4.2 General Assignment. Two (2) originals of the General Assignment, executed in counterpart by Buyer.

8.4.3 Other Documents. Any other documents, instruments or agreements reasonably necessary to effectuate the transaction contemplated by this Agreement.

8.5 Disbursements and Other Actions by Escrow Holder. Upon the Closing, Escrow Holder shall promptly undertake all of the following:

8.5.1 Calculation and Disbursement. Disburse all funds deposited with Escrow Holder by Buyer as follows:

(a) Deduct all items chargeable to the account of Seller pursuant to Article 9.

(b) Disburse the balance of the Purchase Price and any additional amounts owed to Seller under this Agreement to Seller promptly upon the Closing by wire transfer in accordance with instructions received from Seller.

(c) Disburse the remaining balance of the funds, if any, to Buyer promptly upon the Closing.

8.5.2 Recordation of Deed and Buyer's Financing Documents. Cause the Deed, Buyer's recordable financing documents (if any), and any other documents which the parties hereto may mutually direct to be recorded in the Official Records and obtain conformed copies thereof for distribution to Buyer and Seller.

8.5.3 Deliveries to Seller. Deliver to Seller an original General Assignment and a conformed copy of the recorded Deed.

8.5.4 Deliveries to Buyer. Deliver to Buyer an original General Assignment, the original Certificate of Non-Foreign Status, and a conformed copy of the recorded Deed.

8.5.5 Title Policy. Direct the Title Company to issue the Title Policy to Buyer.

8.6 Real Estate Reporting Person. Escrow Holder is designated the "real estate reporting person" for purposes of section 6045 of title 26 of the United States Code and Treasury Regulation 1.6045-4 and any instructions or settlement statement prepared by Escrow Holder shall so provide. Upon the consummation of the transaction contemplated by this

Agreement, Escrow Holder shall file Form 1099 information return and send the statement to Seller as required under the aforementioned statute and regulation.

8.7 1031 Exchange. Buyer and Seller shall cooperate with the other party's 1031 exchange, at no cost or expense to the cooperating party.

ARTICLE 9 - ADJUSTMENTS AND PRORATIONS

9.1 Closing Costs. Buyer shall pay (i) the entire cost of the PTR and the Title Policy, including any endorsements thereto; (ii) all documentary, transfer and other taxes; (iii) all recording fees; (iv) all Escrow Holder fees; (v) the cost of any new or updated ALTA survey; (vi) all costs and expenses incurred in connection with obtaining any financing for the purchase of the Property, including title, escrow, documentation and appraisal costs relating thereto; and (vii) all costs and expenses incurred in connection with Buyer's due diligence review of the Property pursuant to Section 4.

9.2 Cancellation Fees. Unless otherwise specified herein, if the sale of the Property contemplated hereunder does not occur because of a failure of a Seller's Condition Precedent, or a default on the part of Buyer, all escrow cancellation and title cancellation fees shall be paid by Buyer; if the sale of the Property does not occur because of a failure of a Buyer's Condition Precedent or a default on the part of Seller, notwithstanding any statement herein that the Deposit is non-refundable, the entire Deposit, less the Independent Contract Consideration, shall be returned to Buyer by Escrow Holder; and in the case of a default on the part of Seller, all escrow cancellation and title cancellation fees shall be paid by Seller.

9.3 Insurance Not Prorated. Escrow Holder shall not prorate insurance premiums under Seller's existing policies of insurance relating to the Property. None of Seller's insurance policies (or any proceeds payable thereunder, except as expressly provided for in Article 12) will be assigned to Buyer at the Closing. Buyer shall be solely obligated to obtain any and all insurance that it deems necessary or desirable.

9.4 Prorations. All operating expenses and other pass-through charges that are the responsibility of Buyer or Buyer's affiliate, as tenant, under the Lease shall not be apportioned between the parties as of the Closing Date; provided, however, that if Seller, as landlord under the Lease, paid for any such items without receiving reimbursement therefor, the entire cost of such items (whether attributable to periods before or after the Closing Date) shall be credited to the account of Seller at Closing.

9.4.1 Other Prorations. Notwithstanding anything contained in the foregoing provision:

(a) At Closing, (A) rent paid under the Lease shall be apportioned as of 12:01 a.m. on the Closing Date as if Buyer was the record owner of the Property for the entire Closing Date; (B) Seller shall, at Seller's option, either deliver to Buyer any security deposit actually held by Seller pursuant to the Lease or credit to the account of Buyer the amount of such security deposit (in each case, to the extent such security deposit is not applied against delinquent rents or otherwise as provided in the Lease); and (C) all amounts owed by tenant to Seller

under the Lease as of 11:59 p.m. Pacific time on the day immediately prior to the Closing Date shall be credited to the account of Seller (including base rent, additional rent, reimbursement obligations, late charges, penalties, and interest, if any).

(b) Buyer shall pay to Seller the amount of any and all sales or similar taxes payable in connection with the Personal Property (if any), and Buyer shall execute and deliver any tax returns required of it in connection therewith, said obligations of Buyer to survive Closing.

9.4.2 Post-Closing Reconciliation. If a post-Closing true-up is necessary, Buyer shall work diligently with Seller to finalize the prorations as soon as possible, but in no event later than forty-five (45) days after the close of the calendar year in which the Closing occurs.

9.4.3 Survival. The provisions of this Section 9.4 shall survive Closing.

ARTICLE 10 - INTENTIONALLY OMITTED

ARTICLE 11 BROKERS AND EXPENSES

11.1 No Brokers. Each party represents and warrants to the other party that (i) no realtors, brokers, agents or finders were used in connection with this Agreement or the transactions contemplated herein and, (ii) no brokerage commissions or other fees are due to any realtor, broker, agent or finder in connection with this Agreement or the transactions contemplated herein. Each party shall indemnify, defend and hold the other party harmless from and against any claims, losses, damages, costs and expenses (including, but not limited to, reasonable attorneys' fees and costs) incurred by the indemnified party by reason of any commission claimed to be owed as a result of the indemnifying party's actions or agreements other than as set forth in this Section 11.1. The provisions of this Section 11.1 shall survive the Closing.

11.2 Legal and Other Fees. Subject to Sections 9.2, 9.3 and 14.9, each party shall pay its own expenses incurred in connection with this Agreement and the transaction contemplated hereby. Without limiting the generality of the foregoing, each party shall bear the expense of its own counsel and consultants in connection with this transaction.

ARTICLE 12 - RISK OF LOSS

12.1 Condemnation. If Seller receives written notice of pending or threatened condemnation relating to all or any portion of the Real Property ("**Condemnation Notice**"), then: (i) Seller shall notify Buyer in writing of such fact promptly after obtaining knowledge thereof, and (ii) Seller may elect to terminate this Agreement by delivering written notice thereof to Buyer within fifteen (15) business days of Seller's receipt of the Condemnation Notice, in which event: (a) Seller shall have no obligation to sell the Property to Buyer; (b) Buyer shall deliver to Seller all of the due diligence materials received from Seller, including, without limitation, the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property; (c) Escrow Holder shall deliver the Deposit, less the Independent Contract Consideration, to Buyer, and neither party shall have any further rights

or obligations under this Agreement except as provided in Sections 4.3 and 11.1. If Seller does not elect to terminate this Agreement in accordance with the immediately preceding sentence and all or any portion of the Real Property is taken by eminent domain prior to the Closing, then this Agreement shall remain in effect and there shall be no abatement of the Purchase Price; provided, however, that, at the Closing, (1) Seller shall pay to Buyer the amount of any award for or other proceeds on account of such taking which have been actually paid to Seller prior to the Closing as a result of such taking less all costs and expenses, including reasonable attorneys' fees and costs, incurred by Seller as of the Closing in obtaining payment of such award or proceeds, or (2) to the extent such award or proceeds have not been paid, Seller shall assign to Buyer at the Closing, without recourse to Seller, the rights of Seller to, and Buyer shall be entitled to receive and retain, all awards for the taking of the Property or such portion thereof.

12.2 Destruction or Damage. No "Material Loss" shall have occurred to the Property prior to the Closing Date. For purposes of this Agreement, "**Material Loss**" means damage, loss, or destruction of the Property after the Effective Date in excess of Five Hundred Thousand Dollars (\$500,000). If, before the Closing Date, the Property suffers a Material Loss, Buyer may either (i) terminate this Agreement and the rights and obligations of the parties hereunder while receiving a refund of the Deposit, less the Independent Contract Consideration, within five (5) days after written request to Escrow Holder (the "**Termination Right**"), in which case, Buyer shall deliver to Seller all of the due diligence materials received from Seller, including, without limitation, the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property; or (ii) accept the Property in its existing condition (the "**Acceptance Right**"). If Buyer exercises its Acceptance Right, Buyer will receive an assignment of all insurance proceeds, or other recoveries related thereto, at the Close of Escrow. If Buyer exercises its Termination Right, Buyer must notify Seller of this election within ten (10) business days after Buyer receives notice of the damage or destruction, and following such notice, this Agreement will be terminated in accordance with the provisions of Section 4.2.

ARTICLE 13 - DEFAULTS AND REMEDIES

13.1 Notice of Default. If either party defaults in any of its obligations under this Agreement, the non-defaulting party shall give written notice of such default to the defaulting party. If the defaulting party fails to cure such default within ten (10) business days after its receipt of the written default notice, then the non-defaulting party may elect, in addition to its other remedies permitted under this Agreement, to terminate this Agreement by delivering written notice thereof to the defaulting party within five (5) business days after the expiration of such cure period, in which event, Buyer shall deliver to Seller all of the due diligence materials received from Seller, including, without limitation, the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property, and this Agreement shall be of no further force or effect except for the those provisions which are expressly stated to survive the termination of this Agreement; provided, however, that Buyer shall not be entitled to any cure period on account of its failure to make the Deposit or due to its failure to deliver the Purchase Price to Escrow Holder as required under Section 8.6. This Section 13.1 does not apply to any alleged breach of a representation or warranty by Seller and any such alleged breach shall be governed by Sections 6.3.4 and 6.3.5.

13.2 Seller's Default; Failure of Buyer's Conditions Precedent.

13.2.1 Seller's Default. Without limiting any right of Seller to extend the Closing Date in order to cure a default as set forth herein, if the Closing fails to occur solely because of Seller's default, Buyer may elect, as its sole and exclusive remedy, to (i) terminate this Agreement as provided in Section 13.1, in which event the Deposit, less the Independent Contract Consideration, shall promptly be delivered to Buyer; or (ii) maintain an action for specific performance. If Buyer elects to proceed under clause (i) above, the return and recovery of the Deposit, less the Independent Contract Consideration, following such termination shall operate to release Seller from any and all further liability hereunder. If Buyer elects to proceed under clause (ii) above, and Buyer is the prevailing party in the specific performance action, Seller shall promptly pay to Buyer all actual, out-of-pocket costs incurred by Buyer in enforcing its right to specific performance, including, without limitation, reasonable attorneys' fees. Under no circumstance shall Buyer have any right to seek or collect punitive, consequential, or other speculative damages under this Agreement.

13.2.2 Failure of Buyer's Condition Precedent. If one or more of Buyer's Conditions Precedent are not satisfied on the Closing Date, as the same may be extended by Seller under Section 7.1 (other than a failed Buyer's Condition Precedent due to a default by Seller under this Agreement, which is covered by Section 13.2.1), Buyer may as its sole and exclusive remedy (i) waive the condition and proceed to close the transaction without any reduction in the Purchase Price, or (ii) terminate this Agreement following notice to Seller, in which case: (a) Seller shall have no obligation to sell the Property to Buyer; (b) Buyer shall deliver to Seller all of the due diligence materials received from Seller, including, without limitation, the Property Documents, and all reports and other documents prepared or commissioned by Buyer regarding the Property; (c) Escrow Holder shall deliver the Deposit, less the Independent Contract Consideration, to Buyer; and (d) this Agreement shall terminate, and neither party shall have any further rights or obligations under this Agreement except for those obligations that expressly survive the termination of this Agreement. Notwithstanding anything to the contrary herein, if the Closing fails to occur because of a failure of the Buyer's Condition Precedent set forth in Section 7.1.4 above, then Buyer shall reimburse Seller for all out-of-pocket costs and expenses (including attorneys' fees) incurred by Seller in connection with this Agreement and the transactions contemplated hereunder within five (5) business days after Buyer's receipt of a written request and reasonable supporting documentation from Seller therefor, which reimbursement obligation shall survive the termination of this Agreement.

13.3 BUYER'S DEFAULT. IF THE CLOSING FAILS TO OCCUR BECAUSE OF BUYER'S DEFAULT, THE DEPOSIT IN THE AMOUNT OF \$100,000 SHALL BE RETAINED BY SELLER AS LIQUIDATED DAMAGES. THE PARTIES HERETO EXPRESSLY AGREE AND ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT OF A DEFAULT BY BUYER WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO ASCERTAIN BECAUSE OF THE NATURE OF THE PROPERTY AND THAT THE AMOUNT OF THE DEPOSIT REPRESENTS THE PARTIES' REASONABLE ESTIMATE OF SUCH DAMAGES. THE PAYMENT OF SUCH

AMOUNT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS SECTION 13.3, SELLER AND BUYER AGREE THAT THIS LIQUIDATED DAMAGES PROVISION IS INTENDED TO BE SELLER'S SOLE AND EXCLUSIVE REMEDY FOR A DEFAULT BY BUYER, BUT IS NOT INTENDED AND SHOULD NOT BE DEEMED OR CONSTRUED TO LIMIT IN ANY WAY BUYER'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT. SELLER WAIVES ANY RIGHTS THAT IT MAY HAVE UNDER RELEVANT STATUTORY LAW TO SEEK SPECIFIC PERFORMANCE OR ANY OTHER REMEDY AT LAW OR IN EQUITY OTHER THAN THE RECEIPT OF THE DEPOSIT.

SELLER'S INITIALS: _____ **BUYER'S INITIALS:** _____

ARTICLE 14 - MISCELLANEOUS

14.1 Assignments. Buyer may only assign this Agreement or its rights hereunder with Seller's prior written consent, in Seller's sole and absolute discretion, unless the assignment is to an entity affiliated with or controlling, controlled by, or under common control with Buyer, in which case Seller's consent shall not be required for any such assignment; provided that Buyer may not be released from its obligations under this Agreement in connection with any such assignment. Any assignee shall assume all of Buyer's obligations hereunder and succeed to all of Buyer's rights and remedies hereunder, and any assignment and assumption must be in writing and delivered to Seller at least five (5) business days prior to the Closing Date.

14.2 Entire Agreement. This Agreement is the entire Agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether oral or written, between the parties with respect to the matters contained in this Agreement. Any waiver, modification, consent or acquiescence with respect to any provision of this Agreement shall be set forth in writing and duly executed by or in behalf of the party to be bound thereby. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

14.3 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Agreement attached thereto. Any signature pages delivered by electronic means (such as e-mail or facsimile) will be deemed to be an original unless the party delivering such signature pages indicates to the contrary in the transmission of such signature pages.

14.4 Time of Essence. Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Agreement.

14.5 Notices. Any communication, notice or demand of any kind whatsoever which either party may be required or may desire to give to or serve upon the other shall be in writing and delivered by personal service, by an express delivery (such as Federal Express) or courier service that provides receipted delivery service, delivery charges prepaid, by electronic communication, whether by telex, electronic mail or telecopy (and, if the communication, notice or demand seeks to a declare a default under or terminate this Agreement, confirmed in writing sent on the same day by express delivery (such as Federal Express) or courier service that provides receipted delivery service), or by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Buyer: Teach, Inc.
4711 11th Avenue
Los Angeles, CA 90043
Attention: Mildred S. Cunningham
Email: mcunningham@teachpublicschools.org

Seller: Red Hook Teach 4 LLC
c/o Red Hook Capital Partners
2120 E. Grand Avenue, Suite 135
El Segundo, CA 90245
Attention: Craig Underwood
Telephone: (424) 217-1244
Email: cunderwood@redhookcap.com

With a copy to: Seyfarth Shaw LLP
601 S. Figueroa Street, #3300
Los Angeles, CA 90017 Attention:
Alex Johnson, Esq.
Telephone: (213) 270-9687
Email: asjohnson@seyfarth.com

Escrow Holder/Title Company: Commonwealth Land Title
4100 Newport Place Drive, Suite 120
Newport Beach, CA 92660
Email: joyeaton@cltic.com
Attention: Joy Eaton
Telephone: (949) 724-3145

Any party may change its address for notice by written notice given to the other in the manner provided in this Section 14.5. Any such communication, notice or demand shall be deemed to have been duly given or served on the date delivered, or if delivery is refused on the date of such refusal, provided, however, that any communication, notice or demand received by courier delivery or electronic communication that is received after 5:00 p.m. (Pacific time) shall be deemed to have been received on the next business day.

14.6 Further Assurances. The parties agree to execute such instructions to the Escrow Holder and the Title Company and such other instruments and to do such further acts as

may be reasonably necessary to carry out the provisions of this Agreement; provided, however, that Seller shall not be required to execute any affidavits, certificates or instruments in favor of the Title Company other than an owner's affidavit disclosing the tenants in possession of the Real Property and any possible mechanic's lien claims.

14.7 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but, if any provision of this Agreement shall be invalid or prohibited thereunder, such invalidity or prohibition shall be construed as if such invalid or prohibited provision had not been inserted herein and shall not affect the remainder of such provision or the remaining provisions of this Agreement.

14.8 Interpretation. The language in all parts of this Agreement shall be in all cases construed simply according to its fair meaning and not strictly for or against any of the parties hereto. Section headings of this Agreement are solely for convenience of reference and shall not govern the interpretation of any of the provisions of this Agreement. References to "Sections" or "Articles" are to Sections or Articles of this Agreement, unless otherwise specifically provided.

14.9 Attorneys' Fees. For purposes of this Agreement, the term "**attorneys' fees**" or "**attorneys' fees and costs**" means the fees and expenses of counsel to the parties hereto, which may include printing, duplicating and other expenses, air freight charges, and fees billed for law clerks, paralegals and other persons not admitted to the bar but performing services under the supervision of an attorney. If any action be commenced (including an appeal thereof) to enforce any of the provisions of this Agreement or to enforce a judgment, whether or not such action is prosecuted to judgment ("**Action**"), (i) the unsuccessful party therein shall pay all costs incurred by the prevailing party therein, including reasonable attorneys' fees and costs, court costs and reimbursements for any other expenses incurred in connection therewith, and (ii) as a separate right, severable from any other rights set forth in this Agreement, the prevailing party therein shall be entitled to recover its reasonable attorneys' fees and costs incurred in enforcing any judgment against the unsuccessful party therein, which right to recover post-judgment attorneys' fees and costs shall be included in any such judgment. The right to recover post-judgment attorneys' fees and costs shall (a) not be deemed waived if not included in any judgment, (b) survive the final judgment in any Action, and (c) not be deemed merged into such judgment. The rights and obligations of the parties under this Section 14.9 shall survive the termination of this Agreement.

14.10 Successors and Assigns. Subject to Section 14.1, this Agreement shall be binding upon and inure to the benefit of each of the parties hereto and to their respective transferees, successors and assigns.

14.11 No Third-Party Beneficiaries. No third party shall have any rights hereunder.

14.12 No Recordation. Neither this Agreement nor any memorandum or notice hereof shall be recorded.

14.13 Business Days. If any of the dates specified in this Agreement shall fall on a Saturday, a Sunday or a holiday, then the date of such action shall be deemed to be extended to the next business day.

14.14 Exhibits. Exhibits A through D, inclusive, attached hereto are incorporated herein by reference.

14.16 Contract Consideration. Escrow Holder shall release to Seller the sum of One Hundred Dollars (\$100.00) (“**Independent Contract Consideration**”) from the Initial Deposit as independent contract consideration. Escrow Holder shall deliver the Independent Contract Consideration to Seller immediately following receipt from Buyer without the need for further instruction from the parties. The parties have bargained for and expressly agree that the rights and obligations of each party contained in this Agreement, including, without limitation, Buyer’s obligations to deliver the Independent Contract Consideration to Seller and the Initial Deposit to the Escrow Holder, constitute sufficient consideration for the other party’s execution, delivery, and obligations under this Agreement, including, without limitation, Buyer’s exclusive right to inspect and purchase the Property pursuant to this Agreement and all contingencies and conditions of Closing for the benefit of Buyer set forth in this Agreement.

14.17 1031 Exchange. Each party may consummate its part of the transaction contemplated by this Agreement as part of an exchange transaction meeting the requirements of Section 1031 of the Internal Revenue Code, so long as such party gives the other party written notice of such exchange reasonably in advance of the Closing Date, and the non-exchanging party shall reasonably cooperate with the exchanging party in effecting such an exchange transaction; provided, however, that (A) such cooperation shall be at no expense or liability to the cooperating party; (B) notwithstanding any assignment of this Agreement by the exchanging party in connection with such exchange or the conveyance of the Property by or to a party other than Seller or Buyer, each of the parties shall remain liable for all of its respective obligations hereunder; and (C) the completion of such exchange transaction shall not be a condition to the exchanging party’s obligation to close timely hereunder.

14.18 Confidentiality. Buyer agrees that (a) except as otherwise provided or required by valid law, (b) except to the extent Buyer considers such documents or information reasonably necessary to prosecute and/or defend any claim made with respect to the Property or this Agreement, and (c) except to the extent reasonably necessary to deliver such documents or information to Buyer’s employees, paralegals, attorneys, partners, potential partners, lenders, potential lenders and/or consultants in connection with Buyer’s evaluation of this transaction and/or ownership and operation of the Property, (i) Buyer and Buyer’s agents, employees, consultants and representatives (collectively, the “**Buyer’s Representatives**”) shall keep the contents of any materials, reports, documents, data, test results, and other information related to the transaction contemplated hereby, including, without limitation, the Property Documents and all information regarding Buyer’s acquisition or ownership of the Property strictly confidential, (ii) Buyer and Buyer’s Representatives shall keep and maintain the contents of this Agreement strictly confidential, and (iii) Buyer and Buyer’s Representatives shall refrain from generating or participating in any publicity or press release regarding this transaction without the prior written consent of Seller. Buyer acknowledges that significant portions of the Property Documents are proprietary in nature and that Seller would suffer significant and irreparable harm in the event of

the misuse or disclosure of the Property Documents. Without affecting any other rights or remedies that either party may have, Buyer acknowledges and agrees that Seller shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any breach, threatened breach or anticipatory breach of the provisions of this Section 14.18 by Buyer or any of Buyer's Representatives. The provisions of this Section 14.18 shall survive any termination of this Agreement, but shall not survive the Closing, except for Buyer's covenants in clause (ii) hereof, which covenants shall survive the Closing.

14.19 Return of Property Documents and Delivery of Reports. Notwithstanding anything to the contrary herein, if this Agreement is terminated for any reason, Buyer shall deliver to Seller the Property Documents and any reports and other documents prepared or commissioned by Buyer regarding the Property, which obligation shall survive the termination of this Agreement.

14.20 Binding Effect. This Agreement shall not be binding on either Buyer or Seller in any way unless and until Buyer and Seller have executed and delivered the same to the other party.

14.21 Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. Each party agrees to submit to the jurisdiction of the Superior Court of Los Angeles County for the purpose of any suit, action or other proceeding arising out of this Agreement or of the proposed transaction that is brought by or against the other party hereto.

[Signatures Appear on Following Page(s)]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

SELLER:

RED HOOK TEACH 4 LLC,
a Delaware limited liability company

By: Red Hook Capital Partners III LLC,
a Delaware limited liability company,
its managing member

By: _____
Name: Craig Underwood
Title: Managing Member

[signatures continue on following page]

BUYER:

TEACH, INC.,
a California nonprofit public benefit corporation

By: _____
Name:
Its:

By: _____
Name:
Its:

As Buyer is a California corporation, then one of the following alternative requirements must be satisfied:

(A) This Agreement must be signed by two (2) officers of such corporation: one being the chairman of the board, the president or a vice president, and the other being the secretary, an assistant secretary, the chief financial officer or an assistant treasurer. If one (1) individual is signing in two (2) of the foregoing capacities, that individual must identify both such capacities.

(B) If the requirements of (A) above are not satisfied, then Buyer shall deliver to Seller evidence in a form reasonably acceptable to Landlord that the signatory(ies) is (are) authorized to execute this Lease.

**ACKNOWLEDGMENT OF RECEIPT AND AGREEMENT OF ESCROW HOLDER
AND TITLE COMPANY**

Commonwealth Land Title acknowledges receipt of this Agreement and agrees to act as Escrow Holder and Title Company in accordance with the terms of this Agreement.

COMMONWEALTH LAND TITLE

By: _____
Authorized Officer

Dated as of: September ____, 2019

EXHIBIT A

Legal Description

That certain real property located in the County of Los Angeles, State of California, and more particularly described as follows:

LOT 49 OF SUNNYSIDE HEIGHTS TRACT, IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 8, PAGE 88 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THE SOUTH 40 FEET THEREOF.

ALSO EXCEPT THE EAST 90 FEET THEREOF.

ALSO EXCEPT THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 30 FEET OF SAID LOT 49 WITH THE WEST LINE OF THE EAST 90 FEET OF SAID LOT; THENCE ALONG SAID SOUTH LINE SOUTH 89° 45' WEST 57.46 FEET; THENCE SOUTH 0° 02' 25" EAST 40.26 FEET; THENCE NORTH 89° 45' EAST 12.57 FEET; THENCE SOUTH 0° 02' 25" EAST 30.96 FEET TO A POINT IN THE NORTH LINE OF THE SOUTH 40 FEET OF SAID LOT 49 DISTANT WESTERLY THEREON 134.89 FEET FROM THE EAST LINE OF SAID LOT; THENCE ALONG SAID NORTH LINE NORTH 89° 45' EAST 44.89 FEET TO THE WEST LINE OF THE EAST 90 FEET OF SAID LOT; THENCE ALONG SAID WEST LINE NORTH 0° 02' 25" WEST 79.96 FEET TO THE POINT OF BEGINNING.

APN: 6059-013-027

EXHIBIT B

Form of Grant Deed

RECORDING REQUESTED BY:

Red Hook Teach 4 LLC

WHEN RECORDED MAIL TO:

Teach, Inc.
4711 11th Avenue
Los Angeles, CA 90043
Attention: Mildred S. Cunningham

(Above Space for Recorder’s Use Only)

GRANT DEED

Documentary Transfer Tax \$ _____ (signature of declarant or agent determining tax)

- Computed on full value of property conveyed, or
- Computed on full value less liens and encumbrances remaining at time of sale.

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, RED HOOK TEACH 4 LLC, a Delaware limited liability company, hereby grants to _____, a _____, that certain real property in the County of Los Angeles, State of California described in Exhibit A attached hereto and incorporated herein, together with all buildings and improvements located thereon (the “**Property**”),

SUBJECT TO:

1. All non-delinquent real property taxes and unpaid general and special assessments against the Property; and
2. All covenants, conditions, restrictions and other matters of record, and all matters that are apparent by an accurate survey of the Property.

[Signature(s) Appear on Following Page]

Dated: _____, 2020

GRANTOR:

RED HOOK TEACH 4 LLC,
a Delaware limited liability company

By: Red Hook Capital Partners III LLC,
a Delaware limited liability company,
its managing member

By: _____
Name: Craig Underwood
Title: Managing Member

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

On _____, 2020, before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

EXHIBIT C

FORM OF CERTIFICATION OF NON-FOREIGN STATUS

TRANSFEROR’S CERTIFICATION OF NON-FOREIGN STATUS

To inform _____, a _____ (“**Transferee**”), that withholding of tax under Section 1445 of the Internal Revenue Code of 1954, as amended (the “**Code**”), will not be required upon the transfer of certain real property to Transferee by **RED HOOK TEACH 4 LLC**, a Delaware limited liability company (“**Transferor**”), the undersigned hereby certifies the following on behalf of Transferor:

- 1. Transferor is not a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and the Income Tax Regulations promulgated thereunder).
- 2. Transferor’s U.S. employer identification number is _____.
- 3. Transferor’s office address is c/o Red Hook Capital Partners, 2120 E. Grand Avenue, Suite 135, El Segundo, CA 90245.

Transferor understands that this Certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury the undersigned declares that he/she has examined this Certification and to the best of his/her knowledge and belief it is true, correct and complete and that he/she has authority to sign this document on behalf of Transferor.

Dated: _____, 2020

RED HOOK TEACH 4 LLC,
a Delaware limited liability company

By: Red Hook Capital Partners III LLC,
a Delaware limited liability company,
its managing member

By: _____
Name: Craig Underwood
Title: Managing Member

EXHIBIT D

FORM OF GENERAL ASSIGNMENT AND BILL OF SALE

ASSIGNMENT AND BILL OF SALE

THIS ASSIGNMENT AND BILL OF SALE (this “**Assignment**”) is made as of _____, 2020, by and between **RED HOOK TEACH 4 LLC**, a Delaware limited liability company (“**Assignor**”), and _____, a _____ (“**Assignee**”).

Reference is hereby made to that certain Purchase and Sale Agreement and Joint Escrow Instructions dated as of September ____, 2019, between Assignor and Assignee (as may have been amended from time to time, the “**Agreement**”). Capitalized terms used herein without definition shall have the meanings defined for such terms in the Agreement.

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Assignor gives, grants, bargains, sells, conveys, transfers, assigns, and delivers unto Assignee all of Assignor’s right, title and interest in, to and under the following items, to the extent assignable and to the extent relating to that certain real property located in the County of Los Angeles, State of California, and more particularly described in Exhibit A attached hereto and incorporated herein by this reference (the “**Real Property**”), any plans, surveys, studies, reports, maps, licenses, approvals, certificates, permits, warranties, and guarantees relating to the Real Property (collectively, “**Intangible Property**”).

Assignee accepts the foregoing assignment of the Intangible Property and assumes and shall pay, perform and discharge, as and when due, all of the agreements and obligations of Assignor in connection with the Intangible Property arising on or after the date hereof.

The provisions of this Assignment shall be binding upon, and shall inure to the benefit of, the successors and assigns of Assignor and Assignee, respectively.

This Assignment shall be governed by and construed in accordance with the laws of the state where the Real Property is located.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon, provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by other parties to this Assignment attached thereto.

[signatures appear on following page(s)]

IN WITNESS WHEREOF, Assignor and Assignee have caused their duly authorized representatives to execute this Assignment as of the date first above written.

ASSIGNOR:

RED HOOK TEACH 4 LLC,
a Delaware limited liability company

By: Red Hook Capital Partners III LLC,
a Delaware limited liability company,
its managing member

By: _____

Name: Craig Underwood
Title: Managing Member

ASSIGNEE:

_____,
a _____

By: _____

Name:
Its:

**PURCHASE AND SALE AGREEMENT
AND JOINT ESCROW INSTRUCTIONS**

by

and

between

**RED HOOK TEACH 4 LLC,
a Delaware limited liability company**

“Seller”

and

**TEACH, INC.,
a California nonprofit public benefit corporation**

“Buyer”

**Dated as of
September __, 2019**



**California School Finance Authority
Charter School Revenue Bonds
Series 2019A and 2019B (Taxable)
(Teach Public Schools)**

Financing Schedule – Sept 16, 2019

DATE	ACTIVITIES	PARTIES
Week of 9/9	<ul style="list-style-type: none"> ▪ Mon, 9/9 (1:00PM PT) - Finance team kick-off meeting/call 	ALL
Week of 9/16	<ul style="list-style-type: none"> ▪ Distribute financing schedule ▪ Distribute distribution list ▪ Circulate due diligence request list ▪ Begin due diligence process ▪ Mon, 9/16 (1:00PM PT) - Finance team update call #1 ▪ Begin drafting of legal and disclosure documents ▪ Commission appraisal ▪ Order Lumesis ▪ Provide 2019 unaudited financials and projections ▪ 1st draft of TEFRA notice and CSFA resolution ▪ Order preliminary title report ▪ Order ALTA survey ▪ Order environmental reports (or reliance letters if RHC already has recent reports) 	Stifel UFI Stradling All All All Attorneys Stifel Stifel UFI/Charter Impact Kutak YMC/RHC YMC/RHC YMC/RHC
Week of 9/23	<ul style="list-style-type: none"> ▪ Continue drafting bond documents ▪ 2nd draft of TEFRA notice and CSFA resolution ▪ Update borrowing capacity analysis ▪ Middle school renewal (9/24) 	All Attorneys Kutak Stifel/UFI TEACH
Week of 9/30	<ul style="list-style-type: none"> ▪ TBD – Appraisal site visits ▪ Circulate 1st drafts of bond documents ▪ Prepare CSFA Application 	TEACH/Kidder Kutak Stifel
Week of 10/7	<ul style="list-style-type: none"> ▪ 2nd draft of bond & legal documents 	Kutak

*Conference Call Number:877-301-2573/Code:129-728-7299#

DATE	ACTIVITIES	PARTIES
	<ul style="list-style-type: none"> Submit application for October CSFA Board meeting (deadline 10/9/19) 	Stifel
Week of 10/14	<ul style="list-style-type: none"> TBD – Management interviews & site visits Obtain auditor consent for including audit in PLOM 1st draft of PLOM 3rd draft of bond & legal documents 	Stifel/TEACH Stradling Stradling Kutak/YMC
Week of 10/21	<ul style="list-style-type: none"> Wed, 10/23 (5:00 PM) – TEACH Board approval of resolution to pursue bond financing Submit remaining items to CSFA and review staff summary 2nd draft of PLOM 1st draft of investor presentation Receive draft of appraisal 	TEACH/UFI/Stifel Attorney/Stifel Stradling Stifel Kidder
Week of 10/28	<ul style="list-style-type: none"> Thu, 10/31 – Deadline to post TEFRA notice (7-days prior to hearing) Prepare CSFA presentation Receive final appraisal 3rd draft of PLOM 2nd draft of investor presentation 	Kutak Stifel Kidder Stradling Stifel
Week of 11/4	<ul style="list-style-type: none"> Thu, 11/7 (10:00 AM) – TEFRA hearing prior to CSFA board meeting Thu, 11/7 (11:00 AM) - CSFA Board meeting to approve financing (Location: 915 Capitol Mall, Conference Room 587, Sacramento) TBD – TEACH special board meeting to approve financing and purchase of facilities Final draft of investor presentation 	Kutak TEACH/UFI/Stifel TEACH/UFI/Stifel Stifel
Week of 11/11	<ul style="list-style-type: none"> Post/Distribute PLOM Investor marketing & site visits 	Stifel Stifel
Week of 11/18	<ul style="list-style-type: none"> Price Bonds (set interest rates) 	Stifel
Week of 12/2	<ul style="list-style-type: none"> Close bonds and acquire property 	All

*Conference Call Number:877-301-2573/Code:129-728-7299#

Coversheet

Fall 2019 Local Indicator Reports

Section: III. ITEMS SCHEDULE FOR INFORMATION & POTENTIAL ACTION
Item: D. Fall 2019 Local Indicator Reports
Purpose: FYI
Submitted by:
Related Material: TEACH TECH HS 2019 LOCAL INDICATORS REPORT.pdf
TEACH ES 2019 LOCAL INDICATORS REPORT.pdf
TAT 2019 LOCAL INDICATORS REPORT.pdf



TEACH
PUBLIC SCHOOLS

FALL 2019 CA DASHBOARD
LOCAL INDICATORS REPORT FOR THE
TEACH TECH CHARTER HIGH SCHOOL
GOVERNING BOARD
SEPTEMBER 25, 2019

All LEAs are required to complete, submit and present as an information item in a publicly scheduled governing board meeting the following 5 Local Indicators (Priority 1, 2, 3, 6, & 7) for the LEA's CA Dashboard.

This document includes **TEACH Tech Charter High School's** Local Indicators Self-Reflection Report for the Fall 2019 CA Dashboard Local Indicators submission.

PRIORITY 1: Basics – Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, & Safe, Clean and Functional School Facilities

Standard: Local educational agency annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; and provides information annually on progress meeting this standard to its local governing board and to stakeholders and the public through the California School Dashboard (Dashboard).

Instructions: Local educational agency uses locally available information, including data currently reported through the School Accountability Report Card, and determines whether it report the results to its local governing board and through the self-reflection tool below. In the future, this information will be auto-populated within the Dashboard for local educational agencies that use the California Department of Education's School Accountability Report Card template. Currently, all local educational agencies will need to provide the following information:

Findings reported:

1. Number/percentage of misassignments of teachers of English Learners, total teacher misassignments and vacant teacher positions: **0**
2. Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home: **0**
3. Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies): **0**

NARRATIVE:

N/A

PRIORITY 2: Reflection Tool for Recently Adopted Academic State Standards and/or Curriculum Frameworks

LEAs are required to rate each of the following using the following Rating Scale (lowest to highest):

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

TEACH Tech Charter High School selected Option 2 Reflection Tool:

1. Rate the LEA’s progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					X
ELD (Aligned to ELA Standards)					X
Mathematics – Common Core State Standards for Mathematics					X
Next Generation Science Standards				X	
History-Social Science					X

2. Rate the LEA’s progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				X	
ELD (Aligned to ELA Standards)				X	
Mathematics – Common Core State Standards for Mathematics				X	

Academic Standards	1	2	3	4	5
Next Generation Science Standards				X	
History-Social Science				X	

3. Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing)

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					X
ELD (Aligned to ELA Standards)					X
Mathematics – Common Core State Standards for Mathematics					X
Next Generation Science Standards				X	
History-Social Science					X

ADOPTED ACADEMIC STANDARDS

4. Rate the LEA's progress implementing each of the following academic standards adopted by the State Board of Education for all students.

Academic Standards	1	2	3	4	5
Career Technical Education				X	
Health Education Content Standards				X	
Physical Education Model Content Standards					X
Visual & Performing Arts					X
World Language					X

SUPPORT FOR TEACHERS & ADMINISTRATORS

- Rate the LEA’s success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Activities	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole					X
Identifying the professional learning needs of individual teachers					X
Providing support for teachers on the standards they have not yet mastered					X

Optional Narrative (Limited to 1,500 characters)

- Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

NOT APPLICABLE

PRIORITY 3: Parent & Family Engagement Self Reflection Tool

This self-reflection tool is organized into three sections. Each section includes promising practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-making

LEAs use this self-reflection tool to reflect on its progress, successes, needs and areas of growth in family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified.

The results of the process should be used to inform the LCAP and the development process, to assess prior year goals, actions and services as well as to plan or modify future goals, actions, and services in the LCAP.

For each statement in the table below:

1. Identify the diverse stakeholders that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage stakeholders in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of data, identify the number which best indicates the LEA's current stage of implementation for each practice using the following rating scale (lowest to highest):
 - 1 – Exploration and Research Phase
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability
4. Write a brief response to the prompts following each of the three sections.
5. Use the information from the self-reflection process to inform the LCAP and the LCAP development process, as well as the development of other school and district plans.

Building Relationships

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Building Relationships	1	2	3	4	5
1. Rate the LEA’s progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families.				X	
2. Rate the LEA’s progress in creating welcoming environments for all families in the community.				X	
3. Rate the LEA’s progress in supporting staff to learn about each family’s strengths, cultures, languages, and goals for their children.					X
4. Rate the LEA’s progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.				X	

Dashboard Narrative Box (Limited to 3,000 characters): Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

TEACH Tech Charter High School, a school in the TEACH Public Schools network, has been developing strong systems to allow our families are engaged and consistently communicated on activities in our school. For example, TEACH Tech Charter High School, has partnered with ParentSquare, our online parent engagement & communication system, that allows teachers, administrators and staff to communicate in the families language upcoming events, etc. as well as daily attendance notifications. In addition, we’re working towards developing monthly family engagement events such as Coffee with the Principal, Monthly BBQ Q&A w/ TEACH Leadership, etc. We hope to achieve this with continuous feedback from our constitutes to improve our activities, as well as ensure each of our offices are properly staffed to ensure minimal language discrepancies can occur.

School leadership strives to cultivate an environment of respect, trust, and partnership among students, parents, and teachers. TEACH Tech Charter High School demonstrates a non-discriminatory policy and institutes inclusive policies, practices, and pedagogies. The school models democratic practices that involve all who are directly connected and aligned with the school. The school builds on the strength of the community through its partnerships and outreach efforts.

In addition, TEACH Tech Charter High School provides frequent and comprehensive home-school communications, including the school's website. TEACH Tech Charter High School communicates with families in English and in Spanish via monthly Coffee with Principal, town hall meetings, back to school night, parent/teacher and student-led conferences and the School Site Council.

To further support our students' myriad needs, we seek to establish a true home-school partnership with the families we serve. TEACH Tech Charter High School actively creates family-school partnerships through ongoing communication (with materials and presentations in parents' home language, clear policies that conveys to parents the school's expectations, and school-wide family events organized by the Parent Association. The Parent Coordinator and School Counselor present a series of parent education workshops to benefit our families based on their specific needs and interests including: mental health services, English/Spanish courses, citizenship/attorney assistance, after school activities, health and wellness, CAASPP, ELD Programs, Summer STEM Programs.

An identified focus area for improvement is to increase parent participation on the parent survey to gather feedback on how to support them and methods/strategies to increase parent engagement.

Building Partnerships for Student Outcomes

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Building Partnerships	1	2	3	4	5
5. Rate the LEA’s progress in providing professional learning and support to teachers and principals to improve a school’s capacity to partner with families.				X	
6. Rate the LEA’s progress in providing families with information and resources to support student learning and development in the home.				X	
7. Rate the LEA’s progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.					X
8. Rate the LEA’s progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.				X	

Dashboard Narrative Box (Limited to 3,000 characters): Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

TEACH Tech Charter High School, a school in the TEACH Public Schools network, is currently gathering research-based information and developing strong systems to foster understanding through Professional Development with our teachers to ensure we are working with our families to bridge the student achievement gap. Currently, in our Monthly Coffee with the Principal meeting, we are inquiring with families on how they would like to see their child’s teacher(s) engage with them on the academic activities, social-emotional development of their child and overall support in & out of the classroom. School leadership strives to cultivate an environment of respect, trust, and partnership among students, parents, and teachers. TEACH Tech Charter High School demonstrates a non-discriminatory policy and institutes inclusive policies, practices, and pedagogies. The school models democratic practices that involve all who are directly connected and aligned with the school. The school builds on the strength of the community through its partnerships and outreach efforts.

To further support our students’ myriad needs, we seek to establish a true home-school partnership with the families we serve. TEACH Tech Charter High School actively creates family-school partnerships through ongoing communication (with materials and presentations in parents’ home language, clear policies that conveys to parents the

school's expectations, and school-wide family events organized by the Parent Association. The Parent Coordinator and School Counselor present a series of parent education workshops to benefit our families based on their specific needs and interests including: mental health services, English/Spanish courses, citizenship/attorney assistance, after school activities, health and wellness, CAASPP, ELD Programs, Summer STEM Programs.

Parents are invited to attend monthly parent workshops and meetings throughout the school year on a range of topics aimed at supporting student growth and success (i.e., Citizenship/Attorney Assistance, Mental Health Services). The parent workshops provide parents with resources and tools to help support their child's academic and social-emotional well-being.

A focus area for improvement is to continue to support families to understand and exercise their legal rights and advocate for their own child(ren).

Seeking Input for Decision Making

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Seeking Input	1	2	3	4	5
9. Rate the LEA’s progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.				X	
10. Rate the LEA’s progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.				X	
11. Rate the LEA’s progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.				X	
12. Rate the LEA’s progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.				X	

Dashboard Narrative Box (Limited to 3,000 characters): Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

TEACH Tech Charter High School, a school in the TEACH Public Schools network, is currently developing capacity with our Family Support Coordinators and School Leaders on how to engage with our families to 1) get family input 2) once engaged, how do they help our LEA make decisions and 3) once decisions are made, how it’s communicated and executed with students & their families in mind to ensure as a collective group, we’re on one accord. Currently, our Family Support Coordinators lead parent workshop with a variety of topics but lacked the parent engagement piece of decision making, therefore, we’re focusing on 1) developing capacity for staff and 2) grassroots/home visit conversations to have family engagement once relationships are established.

To further support our students’ myriad needs, we seek to establish a true home-school partnership with the families we serve. TEACH Tech Charter High School actively creates family-school partnerships through ongoing communication (with materials and presentations in parents’ home language, clear policies that conveys to parents the school’s expectations, and school-wide family events organized by the Parent Association.

The Parent Coordinator and School Counselor present a series of parent education workshops to benefit our families based on their specific needs and interests including: mental health services, English/Spanish courses, citizenship/attorney assistance, after school activities, health and wellness, CAASPP, ELD Programs, and Summer STEM Programs to name a few.

All parents of enrolled students are invited to be members of the TEACH Tech Charter High School Parent Association. The Parent Association facilitates open communication among the entire TEACH community through monthly meetings where parents share information and have the opportunity to learn more about school activities and educational programming.

Parents, students and staff use Power School, a schoolwide system that allows ready access to students' attendance, grades, and teacher assignments. We believe that the parent portal transforms the collaborative process among parents and teachers, enabling them to focus on the crux of the student information system - student performance and achievement.

The Charter School engages all stakeholders annually in the development and adoption of the LCAP, including review of progress, goal-setting and resource allocation. Parents are invited to participate in the TEACH Tech Charter High School Site Council and ELAC, opportunities to provide input in decision-making and we also seek input in the development, and annual update of our school's LCAP.

A focus area for improvement is to continue to increase parent participation to engage in SSC, ELAC and/or the TEACH Tech Charter High School Parent Association, opportunities for parents/families to provide input in decision-making from underrepresented groups in the school.

PRIORITY 6: School Climate

Standard: Local educational agency administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the local educational agency serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics.

INSTRUCTIONS:

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6– 8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
2. **MEANING:** What do the disaggregated results (if applicable) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
3. **USE:** What revisions, decisions, or actions have, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

Findings reported:

SURVEY FINDINGS: GRADES 9-12

2018-19: Youth Truth Student Survey was administered. This survey measures 5 categories and results are as follows:

- Engagement: 73%
- Academic Rigor: 78%
- Relationships: 70%
- Belonging & Peer Collaboration: 58%
- Culture: 47%
- College & Career Readiness: 57%

The principal and school staff will research an effective evidence-based student survey to implement in Spring 2020 as required by the LCAP and ensure high student participation rate.

PRIORITY 7: Access to a Broad Course of Study

Standard: Local educational agencies (LEAs) annually measure their progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs, and report the results to their local governing board at regularly scheduled meetings of the local governing board and to stakeholders and the public through the Dashboard.

INSTRUCTIONS: LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

- 1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.**

TEACH Tech Charter High School currently serves 365 students in grades 9-12, with student demographics that includes 62% Hispanic, 37% African American, 14.5% English Learners, 7% Students with Disabilities (SWD), 0.5% Homeless, 1.6% Foster Youth, and 93% who qualify for free/reduced lunch.

TEACH Tech Charter High School is a learning community that embeds meaningful real-world context. Students are taught to see the connections between their formal education and the world. Our school combines curiosity and application, leading to a deep understanding of content, self-motivation and confidence. These skillsets empower students to take on the challenges in order to be who they want to be and excel to their fullest potential. TEACH Tech Charter High School provides all students with access to a broad course of study in alignment with Ed Code 51210 (where applicable) based on the nature of TEACH Tech Charter High School educational program.

TEACH Tech Charter High School uses the following locally selected tools to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups and individuals with exceptional needs which include: master schedule, student course schedule (semester), report cards, student led conference, and parent/conference reports. In addition, the School Directors will verify this during classroom observations and they will ensure classroom schedules are being followed.

- 2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study. LEAs may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.**

An analysis of the measures listed above demonstrate that 100% of the students, including unduplicated groups and students with exceptional needs, have access to a broad course of study. At TEACH Tech Charter High School, all students in grades 9-12 have access to and are enrolled in ELA, mathematics, science, and social studies. In addition, 100% of students have access to and are enrolled in UC A-G approved courses, Physical Education (Gr 9), SAT Prep Course (Grades 11-12), College Course Enrollment, and Electives (Art, Criminal Justice, Digital Art, Financial Literacy, Psychology, Journalism, Creative Writing and Environmental Science) There are no differences to accessibility to courses, across student groups at TEACH Tech Charter High School.

- 3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.**

Currently, 100% of the students have access to a broad course of study and TEACH Tech Charter High School will continue to monitor this to ensure no barriers arise to change access.

- 4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students?**

Due to the current success of TEACH Tech Charter High School in providing all students with access to a broad course of study, no changes are currently planned, however this data will continue to be monitored and revisions made, with implementation as needed.



TEACH
PUBLIC SCHOOLS

FALL 2019 CA DASHBOARD
LOCAL INDICATORS REPORT FOR THE
TEACH PREPARATORY ELEMENTARY
SCHOOL GOVERNING BOARD
SEPTEMBER 25, 2019

All LEAs are required to complete, submit and present as an information item in a publicly scheduled governing board meeting the following 5 Local Indicators (Priority 1, 2, 3, 6, & 7) for the LEA's CA Dashboard.

This document includes **TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary School's ("TEACH Preparatory Elementary School")** Local Indicators Self-Reflection Report for the Fall 2019 CA Dashboard Local Indicators submission.

PRIORITY 1: Basics – Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, & Safe, Clean and Functional School Facilities

Standard: Local educational agency annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; and provides information annually on progress meeting this standard to its local governing board and to stakeholders and the public through the California School Dashboard (Dashboard).

Instructions: Local educational agency uses locally available information, including data currently reported through the School Accountability Report Card, and determines whether it report the results to its local governing board and through the self-reflection tool below. In the future, this information will be auto-populated within the Dashboard for local educational agencies that use the California Department of Education's School Accountability Report Card template. Currently, all local educational agencies will need to provide the following information:

Findings reported:

1. Number/percentage of misassignments of teachers of English Learners, total teacher misassignments and vacant teacher positions: **0**

2. Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home: **0**

3. Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies): **0**

NARRATIVE:

N/A

PRIORITY 2: Reflection Tool for Recently Adopted Academic State Standards and/or Curriculum Frameworks

LEAs are required to rate each of the following using the following Rating Scale (lowest to highest):

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

TEACH Preparatory Elementary School selected Option 2 Reflection Tool:

1. Rate the LEA’s progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				X	
ELD (Aligned to ELA Standards)				X	
Mathematics – Common Core State Standards for Mathematics				X	
Next Generation Science Standards			X		
History-Social Science				X	

2. Rate the LEA’s progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				X	
ELD (Aligned to ELA Standards)				X	
Mathematics – Common Core State Standards for Mathematics				X	

Academic Standards	1	2	3	4	5
Next Generation Science Standards			X		
History-Social Science				X	

3. Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing)

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA				X	
ELD (Aligned to ELA Standards)				X	
Mathematics – Common Core State Standards for Mathematics				X	
Next Generation Science Standards			X		
History-Social Science				X	

OTHER ADOPTED ACADEMIC STANDARDS

4. Rate the LEA's progress implementing each of the following academic standards adopted by the State Board of Education for all students.

Academic Standards	1	2	3	4	5
Career Technical Education	<i>NOT APPLICABLE</i>				
Health Education Content Standards	<i>NOT APPLICABLE</i>				
Physical Education Model Content Standards			X		
Visual & Performing Arts	<i>NOT APPLICABLE</i>				
World Language	<i>NOT APPLICABLE</i>				

NOTE: Career Technical Education, Health Education, VAPA and World Languages do not apply to TEACH Preparatory Mildred S. Cunningham & Edith H. Morris Elementary based on its educational program outlined in the school’s charter petition and it serves grades TK-2.

SUPPORT FOR TEACHERS & ADMINISTRATORS

- Rate the LEA’s success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Activities	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole				X	
Identifying the professional learning needs of individual teachers			X		
Providing support for teachers on the standards they have not yet mastered			X		

Optional Narrative (Limited to 1,500 characters)

- Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

PRIORITY 3: Parent & Family Engagement Self Reflection Tool

This self-reflection tool is organized into three sections. Each section includes promising practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-making

LEAs use this self-reflection tool to reflect on its progress, successes, needs and areas of growth in family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified.

The results of the process should be used to inform the LCAP and the development process, to assess prior year goals, actions and services as well as to plan or modify future goals, actions, and services in the LCAP.

For each statement in the table below:

1. Identify the diverse stakeholders that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage stakeholders in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of data, identify the number which best indicates the LEA's current stage of implementation for each practice using the following rating scale (lowest to highest):
 - 1 – Exploration and Research Phase
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability
4. Write a brief response to the prompts following each of the three sections.
5. Use the information from the self-reflection process to inform the LCAP and the LCAP development process, as well as the development of other school and district plans.

Building Relationships

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Building Relationships	1	2	3	4	5
1. Rate the LEA's progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families.				X	
2. Rate the LEA's progress in creating welcoming environments for all families in the community.				X	
3. Rate the LEA's progress in supporting staff to learn about each family's strengths, cultures, languages, and goals for their children.					X
4. Rate the LEA's progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.				X	

Dashboard Narrative Box (Limited to 3,000 characters): Briefly describe the LEA's current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

TEACH Preparatory Elementary School, a school in the TEACH Public Schools network, has been developing strong systems to allow our families are engaged and consistently communicated on activities in our school. For example, TEACH has partnered with ParentSquare, our online parent engagement & communication system, that allows teachers, administrators and staff to communicate in the families language upcoming events, etc. as well as daily attendance notifications. In addition, we're working towards developing monthly family engagement events such as Coffee with the Principal, Monthly BBQ Q&A w/ TEACH Preparatory Elementary School's Leadership, etc. We hope to achieve this with continuous feedback from our constitutes to improve our activities, as well as ensure each of our offices are properly staffed to ensure minimal language discrepancies can occur.

School leadership strives to cultivate an environment of respect, trust, and partnership among students, parents, and teachers. TEACH Preparatory Elementary School demonstrates a non-discriminatory policy and institutes inclusive policies, practices, and pedagogies. The school models democratic practices that involve all who are directly connected and aligned with the school. The school builds on the strength of the community through its partnerships and outreach efforts.

In addition, TEACH Preparatory Elementary School provides frequent and comprehensive home-school communications, including the school's website. TEACH Preparatory Elementary School communicates with families in English and in Spanish via monthly Coffee with Principal, town hall meetings, back to school night, parent/teacher and student-led conferences and the School Site Council.

To further support our students' myriad needs, we seek to establish a true home-school partnership with the families we serve. TEACH Preparatory Elementary School actively creates family-school partnerships through ongoing communication (with materials and presentations in parents' home language, clear policies that conveys to parents the school's expectations, and school-wide family events organized by the Parent Association. The Parent Coordinator and School Counselor present a series of parent education workshops to benefit our families based on their specific needs and interests including: mental health services, English/Spanish courses, citizenship/attorney assistance, after school activities, health and wellness, CAASPP, ELD Programs, Summer STEM Programs.

An identified focus area for improvement is to increase parent participation on the parent survey to gather feedback on how to support them and methods/strategies to increase parent engagement.

Building Partnerships for Student Outcomes

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Building Partnerships	1	2	3	4	5
5. Rate the LEA’s progress in providing professional learning and support to teachers and principals to improve a school’s capacity to partner with families.				X	
6. Rate the LEA’s progress in providing families with information and resources to support student learning and development in the home.				X	
7. Rate the LEA’s progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.					X
8. Rate the LEA’s progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.				X	

Dashboard Narrative Box (Limited to 3,000 characters): Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

TEACH Preparatory Elementary School, a school in the TEACH Public Schools network, is currently gathering research-based information and developing strong systems to foster understanding through Professional Development with our teachers to ensure we are working with our families to bridge the student achievement gap. Currently, in our Monthly Coffee with the Principal meeting, we are inquiring with families on how they would like to see their child’s teacher(s) engage with them on the academic activities, social-emotional development of their child and overall support in & out of the classroom. School leadership strives to cultivate an environment of respect, trust, and partnership among students, parents, and teachers. TEACH Preparatory Elementary School demonstrates a non-discriminatory policy and institutes inclusive policies, practices, and pedagogies. The school models democratic practices that involve all who are directly connected and aligned with the school. The school builds on the strength of the community through its partnerships and outreach efforts.

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school's expectations, and school-wide family events organized by the Parent Association. The Parent Coordinator and School Counselor present a series of parent education workshops to benefit our families based on their specific needs and interests including: mental health services, English/Spanish courses, citizenship/attorney assistance, after school activities, health and wellness, CAASPP, ELD Programs, Summer STEM Programs.

Parents are invited to attend monthly parent workshops and meetings throughout the school year on a range of topics aimed at supporting student growth and success (i.e., Citizenship/Attorney Assistance, Mental Health Services). The parent workshops provide parents with resources and tools to help support their child's academic and social-emotional well-being.

A focus area for improvement is to continue to support families to understand and exercise their legal rights and advocate for their own child(ren).

Seeking Input for Decision Making

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Seeking Input	1	2	3	4	5
9. Rate the LEA’s progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.				X	
10. Rate the LEA’s progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.				X	
11. Rate the LEA’s progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.				X	
12. Rate the LEA’s progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.				X	

Dashboard Narrative Box (Limited to 3,000 characters): Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

TEACH Preparatory Elementary School, a school in the TEACH Public Schools network, is currently developing capacity with our Family Support Coordinators and School Leaders on how to engage with our families to 1) get family input 2) once engaged, how do they help our LEA make decisions and 3) once decisions are made, how it’s communicated and executed with students & their families in mind to ensure as a collective group, we’re on one accord. Currently, our Family Support Coordinators lead parent workshop with a variety of topics but lacked the parent engagement piece of decision making, therefore, we’re focusing on 1) developing capacity for staff and 2) grassroots/home visit conversations to have family engagement once relationships are established.

To further support our students’ myriad needs, we seek to establish a true home-school partnership with the families we serve. TEACH Preparatory Elementary School actively creates family-school partnerships through ongoing communication (with materials and presentations in parents’ home language, clear policies that conveys to parents the school’s expectations, and school-wide family events organized by the Parent Association.

The Parent Coordinator and School Counselor present a series of parent education workshops to benefit our families based on their specific needs and interests including: mental health services, English/Spanish courses, citizenship/attorney assistance, after school activities, health and wellness, CAASPP, ELD Programs, and Summer STEM Programs to name a few.

All parents of enrolled students are invited to be members of the TEACH Preparatory Elementary School Parent Association. The Parent Association facilitates open communication among the entire TEACH community through monthly meetings where parents share information and have the opportunity to learn more about school activities and educational programming.

Parents, students and staff use Power School, a schoolwide system that allows ready access to students' attendance, grades, and teacher assignments. We believe that the parent portal transforms the collaborative process among parents and teachers, enabling them to focus on the crux of the student information system - student performance and achievement.

The Charter School engages all stakeholders annually in the development and adoption of the LCAP, including review of progress, goal-setting and resource allocation. Parents are invited to participate in the TEACH Preparatory Elementary School's Site Council and ELAC, opportunities to provide input in decision-making and we also seek input in the development, and annual update of our school's LCAP.

A focus area for improvement is to continue to increase parent participation to engage in SSC, ELAC and/or the TEACH Preparatory Elementary School Parent Association, opportunities for parents/families to provide input in decision-making from underrepresented groups in the school.

PRIORITY 6: School Climate

Standard: Local educational agency administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the local educational agency serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics.

INSTRUCTIONS:

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6– 8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
2. **MEANING:** What do the disaggregated results (if applicable) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
3. **USE:** What revisions, decisions, or actions have, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

Findings reported:

Survey results are pending

SURVEY FINDINGS:

The principal and school staff will utilize the results of the student survey as a baseline to improve school connectedness, schoolwide support services, and communication, support a positive school climate, and strengthen delivery and accountability of its character development/core values. In addition, the administrative team will work diligently to implement a research-based student survey in Spring 2020 as required by the LCAP.

PRIORITY 7: Access to a Broad Course of Study

Standard: Local educational agencies (LEAs) annually measure their progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs, and report the results to their local governing board at regularly scheduled meetings of the local governing board and to stakeholders and the public through the Dashboard.

INSTRUCTIONS: LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

- 1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.**

TEACH Preparatory Elementary School currently serves 80 students in grades TK-1 with student demographics that include 60% Hispanic, 39% African-American, 1% Asian, 45% English Language Learners, 3% student with Disabilities, and 94% who qualify for free/reduced priced lunch. Our school will expand by one grade level annually to serve grades TK-5 by the 2022-23 school year.

TEACH Preparatory Elementary School is a learning community that embeds meaningful real-world context. Students are taught to see the connections between their formal education and the world. Our school combines curiosity and application, leading to a deep understanding of content, self-motivation and confidence. These skillsets empower students to take on the challenges in order to be who they want to be and excel to their fullest potential. TEACH Preparatory Elementary School provides all students with access to a broad course of study in alignment with Ed Code 51210 (where applicable) based on the nature of TEACH Preparatory Elementary School's educational program.

TEACH Preparatory Elementary School uses the following locally selected tools to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups and individuals with exceptional needs which include: master schedule, student course schedule (semester), report cards, student led conference, and parent/conference reports. In addition, the School Directors will verify this during classroom observations and they will ensure classroom schedules are being followed.

- 2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The**

summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study. LEAs may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.

An analysis of the measures listed above demonstrate that 100% of the students, including unduplicated groups and students with exceptional needs, have access to a broad course of study. At TEACH Preparatory Elementary School, all students in grades TK-2 have access to and are enrolled in ELA, mathematics, science, social studies, and physical education. In addition, 100% of students have access to and are enrolled in Arts Integration through the Master Arts Program. There are no differences to accessibility to courses, across student groups at TEACH Preparatory Elementary School.

3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.

Currently, 100% of the students have access to a broad course of study and TEACH Preparatory Elementary School will continue to monitor this to ensure no barriers arise to change access.

4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students?

Due to the current success of TEACH Preparatory Elementary School in providing all students with access to a broad course of study, no changes are currently planned, however this data will continue to be monitored and revisions made, with implementation as needed.



TEACH
PUBLIC SCHOOLS

FALL 2019 CA DASHBOARD
LOCAL INDICATORS REPORT FOR THE
TEACH ACADEMY OF TECHNOLOGIES
GOVERNING BOARD
SEPTEMBER 25, 2019

All LEAs are required to complete, submit and present as an information item in a publicly scheduled governing board meeting the following 5 Local Indicators (Priority 1, 2, 3, 6, & 7) for the LEA's CA Dashboard.

This document includes **TEACH Academy of Technologies** Local Indicators Self-Reflection Report for the Fall 2019 CA Dashboard Local Indicators submission.

PRIORITY 1: Basics – Appropriately Assigned Teachers, Access to Curriculum-Aligned Instructional Materials, & Safe, Clean and Functional School Facilities

Standard: Local educational agency annually measures its progress in meeting the Williams settlement requirements at 100% at all of its school sites, as applicable, and promptly addresses any complaints or other deficiencies identified throughout the academic year, as applicable; and provides information annually on progress meeting this standard to its local governing board and to stakeholders and the public through the California School Dashboard (Dashboard).

Instructions: Local educational agency uses locally available information, including data currently reported through the School Accountability Report Card, and determines whether it report the results to its local governing board and through the self-reflection tool below. In the future, this information will be auto-populated within the Dashboard for local educational agencies that use the California Department of Education's School Accountability Report Card template. Currently, all local educational agencies will need to provide the following information:

Findings reported:

1. Number/percentage of misassignments of teachers of English Learners, total teacher misassignments and vacant teacher positions: **0**
2. Number/percentage of students without access to their own copies of standards-aligned instructional materials for use at school and at home: **0**
3. Number of identified instances where facilities do not meet the "good repair" standard (including deficiencies and extreme deficiencies): **0**

NARRATIVE:

N/A

PRIORITY 2: Reflection Tool for Recently Adopted Academic State Standards and/or Curriculum Frameworks

LEAs are required to rate each of the following using the following Rating Scale (lowest to highest):

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

TEACH Academy of Technologies selected Option 2 Reflection Tool:

1. Rate the LEA’s progress in providing professional learning for teaching to the recently adopted academic standards and/or curriculum frameworks identified below.

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					X
ELD (Aligned to ELA Standards)					X
Mathematics – Common Core State Standards for Mathematics					X
Next Generation Science Standards					X
History-Social Science					X

2. Rate the LEA’s progress in making instructional materials that are aligned to the recently adopted academic standards and/or curriculum frameworks identified below available in all classrooms where the subject is taught.

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					X
ELD (Aligned to ELA Standards)					X
Mathematics – Common Core State Standards for Mathematics					X

Academic Standards	1	2	3	4	5
Next Generation Science Standards					X
History-Social Science					X

3. Rate the LEA's progress in implementing policies or programs to support staff in identifying areas where they can improve in delivering instruction aligned to the recently adopted academic standards and/or curriculum frameworks identified below (e.g., collaborative time, focused classroom walkthroughs, teacher pairing)

Academic Standards	1	2	3	4	5
ELA – Common Core State Standards for ELA					X
ELD (Aligned to ELA Standards)					X
Mathematics – Common Core State Standards for Mathematics					X
Next Generation Science Standards					X
History-Social Science					X

ADOPTED ACADEMIC STANDARDS

4. Rate the LEA's progress implementing each of the following academic standards adopted by the State Board of Education for all students.

Academic Standards	1	2	3	4	5
Career Technical Education	<i>NOT APPLICABLE</i>				
Health Education Content Standards	<i>NOT APPLICABLE</i>				
Physical Education Model Content Standards					X
Visual & Performing Arts	<i>NOT APPLICABLE</i>				
World Language	<i>NOT APPLICABLE</i>				

NOTE: Career Technical Education, Health Education, VAPA and World Languages do not apply to TEACH Academy of Technologies based on its educational program outlined in the school’s charter petition and it serves grades 6-8. However, our school has implemented CA Health Education Initiative with the CA Healthy Youth Act.

SUPPORT FOR TEACHERS & ADMINISTRATORS

- Rate the LEA’s success at engaging in the following activities with teachers and school administrators during the prior school year (including the summer preceding the prior school year).

Activities	1	2	3	4	5
Identifying the professional learning needs of groups of teachers or staff as a whole					
Identifying the professional learning needs of individual teachers					
Providing support for teachers on the standards they have not yet mastered					

Optional Narrative (Limited to 1,500 characters)

- Provide any additional information in the text box provided in the Dashboard that the LEA believes is relevant to understanding its progress implementing the academic standards adopted by the state board.

PRIORITY 3: Parent & Family Engagement Self Reflection Tool

This self-reflection tool is organized into three sections. Each section includes promising practices in family engagement:

1. Building Relationships between School Staff and Families
2. Building Partnerships for Student Outcomes
3. Seeking Input for Decision-making

LEAs use this self-reflection tool to reflect on its progress, successes, needs and areas of growth in family engagement policies, programs, and practices. This tool will enable an LEA to engage in continuous improvement and determine next steps to make improvements in the areas identified.

The results of the process should be used to inform the LCAP and the development process, to assess prior year goals, actions and services as well as to plan or modify future goals, actions, and services in the LCAP.

For each statement in the table below:

1. Identify the diverse stakeholders that need to participate in the self-reflection process in order to ensure input from all groups of families, staff and students in the LEA, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
2. Engage stakeholders in determining what data and information will be considered to complete the self-reflection tool. LEAs should consider how the practices apply to families of all student groups, including families of unduplicated students and families of individuals with exceptional needs as well as families of underrepresented students.
3. Based on the analysis of data, identify the number which best indicates the LEA's current stage of implementation for each practice using the following rating scale (lowest to highest):
 - 1 – Exploration and Research Phase
 - 2 – Beginning Development
 - 3 – Initial Implementation
 - 4 – Full Implementation
 - 5 – Full Implementation and Sustainability
4. Write a brief response to the prompts following each of the three sections.
5. Use the information from the self-reflection process to inform the LCAP and the LCAP development process, as well as the development of other school and district plans.

Building Relationships

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Building Relationships	1	2	3	4	5
1. Rate the LEA’s progress in developing the capacity of staff (i.e. administrators, teachers, and classified staff) to build trusting and respectful relationships with families.				X	
2. Rate the LEA’s progress in creating welcoming environments for all families in the community.				X	
3. Rate the LEA’s progress in supporting staff to learn about each family’s strengths, cultures, languages, and goals for their children.					X
4. Rate the LEA’s progress in developing multiple opportunities for the LEA and school sites to engage in 2-way communication between families and educators using language that is understandable and accessible to families.				X	

Dashboard Narrative Box (Limited to 3,000 characters): Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

TEACH Academy of Technologies, a school in the TEACH Public Schools network, has been developing strong systems to allow our families are engaged and consistently communicated on activities in our school. For example, TEACH Academy of Technologies has partnered with ParentSquare, our online parent engagement & communication system, that allows teachers, administrators and staff to communicate in the families language upcoming events, etc. as well as daily attendance notifications. In addition, we’re working towards developing monthly family engagement events such as Coffee with the Principal, Monthly BBQ Q&A w/ TEACH Leadership, etc. We hope to achieve this with continuous feedback from our constitutes to improve our activities, as well as ensure each of our offices are properly staffed to ensure minimal language discrepancies can occur.

School leadership strives to cultivate an environment of respect, trust, and partnership among students, parents, and teachers. TEACH Academy of Technologies demonstrates a non-discriminatory policy and institutes inclusive policies, practices, and pedagogies. The school models democratic practices that involve all who are directly connected and aligned with the school. The school builds on the strength of the community through its partnerships and outreach efforts.

In addition, TEACH Academy of Technologies provides frequent and comprehensive

home-school communications, including the school's website. TEACH Academy of Technologies communicates with families in English and in Spanish via monthly Coffee with Principal, town hall meetings, back to school night, parent/teacher and student-led conferences and the School Site Council.

To further support our students' myriad needs, we seek to establish a true home-school partnership with the families we serve. TEACH Academy of Technologies actively creates family-school partnerships through ongoing communication (with materials and presentations in parents' home language, clear policies that conveys to parents the school's expectations, and school-wide family events organized by the Parent Association. The Parent Coordinator and School Counselor present a series of parent education workshops to benefit our families based on their specific needs and interests including: mental health services, English/Spanish courses, citizenship/attorney assistance, after school activities, health and wellness, CAASPP, ELD Programs, Summer STEM Programs.

An identified focus area for improvement is to increase parent participation on the parent survey to gather feedback on how to support them and methods/strategies to increase parent engagement.

Building Partnerships for Student Outcomes

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Building Partnerships	1	2	3	4	5
5. Rate the LEA’s progress in providing professional learning and support to teachers and principals to improve a school’s capacity to partner with families.				X	
6. Rate the LEA’s progress in providing families with information and resources to support student learning and development in the home.				X	
7. Rate the LEA’s progress in implementing policies or programs for teachers to meet with families and students to discuss student progress and ways to work together to support improved student outcomes.					X
8. Rate the LEA’s progress in supporting families to understand and exercise their legal rights and advocate for their own students and all students.				X	

Dashboard Narrative Box (Limited to 3,000 characters): Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

TEACH Academy of Technologies, a school in the TEACH Public Schools network, is currently gathering research-based information and developing strong systems to foster understanding through Professional Development with our teachers to ensure we are working with our families to bridge the student achievement gap. Currently, in our Monthly Coffee with the Principal meeting, we are inquiring with families on how they would like to see their child’s teacher(s) engage with them on the academic activities, social-emotional development of their child and overall support in & out of the classroom. School leadership strives to cultivate an environment of respect, trust, and partnership among students, parents, and teachers. TEACH Academy of Technologies demonstrates a non-discriminatory policy and institutes inclusive policies, practices, and pedagogies. The school models democratic practices that involve all who are directly connected and aligned with the school. The school builds on the strength of the community through its partnerships and outreach efforts.

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A focus area for improvement is to continue to support families to understand and exercise their legal rights and advocate for their own child(ren).

Seeking Input for Decision Making

Rating Scale (lowest to highest): 1 – Exploration and Research Phase; 2 – Beginning Development; 3 – Initial Implementation; 4 – Full Implementation; 5 – Full Implementation and Sustainability

Seeking Input	1	2	3	4	5
9. Rate the LEA’s progress in building the capacity of and supporting principals and staff to effectively engage families in advisory groups and with decision-making.				X	
10. Rate the LEA’s progress in building the capacity of and supporting family members to effectively engage in advisory groups and decision-making.				X	
11. Rate the LEA’s progress in providing all families with opportunities to provide input on policies and programs, and implementing strategies to reach and seek input from any underrepresented groups in the school community.				X	
12. Rate the LEA’s progress in providing opportunities to have families, teachers, principals, and district administrators work together to plan, design, implement and evaluate family engagement activities at school and district levels.				X	

Dashboard Narrative Box (Limited to 3,000 characters): Briefly describe the LEA’s current strengths and progress in this area, and identify a focus area for improvement, including how the LEA will improve the engagement of underrepresented families.

TEACH Academy of Technologies, a school in the TEACH Public Schools network, is currently developing capacity with our Family Support Coordinators and School Leaders on how to engage with our families to 1) get family input 2) once engaged, how do they help our LEA make decisions and 3) once decisions are made, how it’s communicated and executed with students & their families in mind to ensure as a collective group, we’re on one accord. Currently, our Family Support Coordinators lead parent workshop with a variety of topics but lacked the parent engagement piece of decision making, therefore, we’re focusing on 1) developing capacity for staff and 2) grassroots/home visit conversations to have family engagement once relationships are established.

To further support our students’ myriad needs, we seek to establish a true home-school partnership with the families we serve. TEACH Academy of Technologies actively creates family-school partnerships through ongoing communication (with materials and presentations in parents’ home language, clear policies that conveys to parents the school’s expectations, and school-wide family events organized by the Parent Association.

The Parent Coordinator and School Counselor present a series of parent education workshops to benefit our families based on their specific needs and interests including: mental health services, English/Spanish courses, citizenship/attorney assistance, after school activities, health and wellness, CAASPP, ELD Programs, and Summer STEM Programs to name a few.

All parents of enrolled students are invited to be members of the TEACH Academy of Technologies Parent Association. The Parent Association facilitates open communication among the entire TEACH community through monthly meetings where parents share information and have the opportunity to learn more about school activities and educational programming.

Parents, students and staff use Power School, a schoolwide system that allows ready access to students' attendance, grades, and teacher assignments. We believe that the parent portal transforms the collaborative process among parents and teachers, enabling them to focus on the crux of the student information system - student performance and achievement.

The Charter School engages all stakeholders annually in the development and adoption of the LCAP, including review of progress, goal-setting and resource allocation. Parents are invited to participate in the TEACH Academy of Technologies Site Council and ELAC, opportunities to provide input in decision-making and we also seek input in the development, and annual update of our school's LCAP.

A focus area for improvement is to continue to increase parent participation to engage in SSC, ELAC and/or the TEACH Academy of Technologies Parent Association, opportunities for parents/families to provide input in decision-making from underrepresented groups in the school.

PRIORITY 6: School Climate

Standard: Local educational agency administers a local climate survey at least every other year that provides a valid measure of perceptions of school safety and connectedness, such as the California Healthy Kids Survey, to students in at least one grade within the grade span(s) that the local educational agency serves (e.g., K-5, 6-8, 9-12), and reports the results to its local governing board at a regularly scheduled meeting of the local governing board and to stakeholders and the public through the evaluation rubrics.

INSTRUCTIONS:

LEAs will provide a narrative summary of the local administration and analysis of a local climate survey that captures a valid measure of student perceptions of school safety and connectedness in at least one grade within the grade span (e.g., K–5, 6– 8, 9–12) in a text box provided in the California School Dashboard (response limited to 3,000 characters). LEAs will have an opportunity to include differences among student groups, and for surveys that provide an overall score, such as the California Healthy Kids Survey, report the overall score for all students and student groups. This summary may also include an analysis of a subset of specific items on a local survey and additional data collection tools that are particularly relevant to school conditions and climate.

1. **DATA:** Reflect on the key learnings from the survey results and share what the LEA learned.
2. **MEANING:** What do the disaggregated results (if applicable) of the survey and other data collection methods reveal about schools in the LEA, such as areas of strength or growth, challenges, and barriers?
3. **USE:** What revisions, decisions, or actions have, or will, the LEA implement in response to the results for continuous improvement purposes? Why? If you have already implemented actions, did you see the results you were seeking?

Findings reported:

SURVEY FINDINGS: GRADES 6-8

2018-19: Youth Truth Student Survey was administered. This survey measures 5 categories and results are as follows:

- Engagement: 60%
- Academic Rigor: 73%
- Relationships: 57%
- Belonging & Peer Collaboration: 53%
- Culture: 48%

The principal and school staff will research an effective evidence-based student survey to implement in Spring 2020 as required by the LCAP and ensure high student participation rate.

PRIORITY 7: Access to a Broad Course of Study

Standard: Local educational agencies (LEAs) annually measure their progress in the extent to which students have access to, and are enrolled in, a broad course of study that includes the adopted courses of study specified in the California Education Code for Grades 1-6 and Grades 7-12, as applicable, including the programs and services developed and provided to unduplicated students and individuals with exceptional needs, and report the results to their local governing board at regularly scheduled meetings of the local governing board and to stakeholders and the public through the Dashboard.

INSTRUCTIONS: LEAs provide a narrative summary of the extent to which all students have access to and are enrolled in a broad course of study by addressing, at a minimum, the following four prompts:

- 1. Briefly identify the locally selected measures or tools that the LEA is using to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.**

TEACH Academy of Technologies currently serves 430 students in grades 5-8; with student demographics that include 67% Hispanic, 31% African American, 26% English Learners, 8% Students with Disabilities (SWD), 94% who qualify for Free/Reduced Lunch and 98% who are Socio-economically Disadvantaged. For the 2018-19 school year, our Unduplicated Pupil Percentage was 96%.

TEACH Academy of Technologies is a learning community that embeds meaningful real-world context. Students are taught to see the connections between their formal education and the world. Our school combines curiosity and application, leading to a deep understanding of content, self-motivation and confidence. These skillsets empower students to take on the challenges in order to be who they want to be and excel to their fullest potential. TEACH Academy of Technologies provides all students with access to a broad course of study in alignment with Ed Code 51210 (where applicable) based on the nature of TEACH Academy of Technologies educational program.

TEACH Academy of Technologies uses the following locally selected tools to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups and individuals with exceptional needs which include: master schedule, student course schedule (semester), report cards, student led conference, and parent/conference reports. In addition, the School Directors will verify this during classroom observations and they will ensure classroom schedules are being followed.

- 2. Using the locally selected measures or tools, summarize the extent to which all students have access to, and are enrolled in, a broad course of study. The summary should identify any differences across school sites and student groups in access to, and enrollment in, a broad course of study. LEAs may describe progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.**

An analysis of the measures listed above demonstrate that 100% of the students, including unduplicated groups and students with exceptional needs, have access to a broad course of study. At TEACH Academy of Technologies, all students in grades 6-8 have access to and are enrolled in ELA, mathematics, science, social studies, and physical education. In addition, 100% of students have access to and are enrolled in Health (BYU Online) and Computer Science (Grade 7) There are no differences to accessibility to courses, across student groups at TEACH Academy of Technologies.

- 3. Given the results of the tool or locally selected measures, identify the barriers preventing the LEA from providing access to a broad course of study for all students.**

Currently, 100% of the students have access to a broad course of study and TEACH Academy of Technologies will continue to monitor this to ensure no barriers arise to change access.

- 4. In response to the results of the tool or locally selected measures, what revisions, decisions, or new actions will the LEA implement, or has the LEA implemented, to ensure access to a broad course of study for all students?**

Due to the current success of TEACH Academy of Technologies in providing all students with access to a broad course of study, no changes are currently planned, however this data will continue to be monitored and revisions made, with implementation as needed.